

LAW OFFFICE

ATTORNEYS:

UROŠ KEČA, JELENA JAVORINA, DRAGANA ĐORĐEVIĆ, SAŠA JOSIFOVIĆ, BOBA BRANKOV, JASMINA JAKOVLJEVIĆ, NATALIJA BABIĆ, JELENA MIĆIĆ, MITAR VLAHOVIĆ, MIRJANA SEKULIĆ, ANDRIJANA ARSIĆ I MILIJANA MILINKOVIĆ

GENERAL TERMS OF BUSINESS

1. Introduction

The General Terms of Business are aimed to describe in details the way of providing legal services as well as the office work system, to the clients of the Attorney's Office of the lawyers Uroš Keča, Jelena Javorina, Dragane Đorđević, Saša Josifović, Boba Brankov, Jasmina Jakovljević, Natalija Babić, Jelena Mićić, Mitar Vlahović, Mirjana Sekulić, Andrijana Arsić and Milijana Milinković, headquartered in Novi Sad, Bulevar oslobođenja 79 street, (hereinafter: Law Office Q).

2. Basic rules

By appointing Law Office Q to act on any matters on your behalf, you have simultaneously accepted the General Terms of Business. The General Terms of Business apply from the moment you give your order to the Law Office Q, to act on your behalf, regardless of whether you have signed the agreement on the General Terms of Business.

If you decide to sign a special agreement with Law Office Q on providing the specific legal services, you have simultaneously accepted the General Terms of Business, but in the case of disagreement between the provisions of the special agreement and the provisions of the General Terms of Business, the provisions of the special agreement shall prevail.

3. Jurisdiction

Law Office Q provides law services and represents clients before courts, administrative and other public institutions on the territory of the Republic of Serbia.

Under special circumstances, at the specific client's request, we also take appropriate actions (meetings, documentation collection, etc.) for the needs of a case, even beyond the borders of the Republic of Serbia.

In case that we are not able to provide our clients with services beyond the the territory of Republic of Serbia, we can recommend an appropriate law office for the services, but without any responsibility for



the work and the quality of the services provided by the other law office.

4. Scope of activities

By appointing Law Office Q to act on your behalf, you authorize us to take all legal and other actions in relation to a specific case, that in our opinion should be undertaken. On the other hand, you have the ability to give us in writing a given instruction to act that will limit our authority and actions to certain actions. It is our obligation to respect and to obey the instruction that we receive from you, but once again we will warn you about the consequences of such treatment. In case that, after the warning, we receive a written representation limitation, we will respect it and we do not have the obligation to give advice beyond the instructions and limitations we have received.

If we represent you in a case (and in law areas) where there is not enough practice or practice is different or contradictory, our professional duty is to act in accordance with the principle of conscientiousness and honesty and in accordance with the best understanding of legal status in a specific matter, regarding your interests.

It is crucial that you provide us with all relevant documents and information that are relevant or which may be relevant for your case.

5. Contact person

After considering the case, you shall be appointed to the law associate or a law intern, who shall lead the case, do the correspondence with the client (meetings, e-mail, telephone communication) and report all the legal actions.

In more complicated and extensive cases requiring the involvement of a large number of law associates, one or more of them will be in charge of correspondence.

The client shall communicate only with the law associate/intern who is in charge of the case, unless otherwise agreed.

6. Communication and notification

Communication between the Law Office Q and client is done primarily by e-mail and if necessary by personal delivery, registered mail, express mail, courier and telephone.

Law Office Q does not guarantee the security and confidentiality of materials sent in the above manner, except in the case of personal delivery.

7. Fees and expenses

Law Office Q provides payments for the legal and other services (lawyers' services) depending on the



work entrusted, in several ways:

A) Prize for lawyer services and reimbursement of lawyers' fees according to the Lawyer's Tariff

At the date of entry into force of the General Terms of Business, the Tariff on Rewards and Fees for the Work of Lawyers ("Off. Herald of RS" nos 121 / 2012) entered into force form 24.12.2012. regulates the method of evaluation and payment of awards for legal services and fees for the work of lawyers, in the territory of the Republic of Serbia. In case of a change in the current Tariff, the new Tariff is issued by the Bar Association of Serbia, a new Tariff will apply.

If otherwise agreed, on the day of signing the power of attorney, the client expresses his irrevocable consent and accepts the calculation of the performed legal services (each individual action taken in the case) in accordance with the current Tariff on Rewards and Fees for the Work of Lawyers.

B) Attorney award in percentage depending on the success of the dispute

If we assume, after evaluating the received case, that we can win the case or contribute to the realization of other financial benefits, we shall sign with you an Agreement on providing legal services with a reward determined in a percentage amount depending on the success of the dispute, that arrives after collecting receivables or other monetary amounts.

In the case of partial win, the agreed percentage is calculated in relation to the partially collected amount.

In addition to the agreed percentage, the Law Office Q has a right to charge the legal fees that the competent court has awarded to the client in the name of the lawyer representation in the case and is at the burden of the opposing party in the proceedings.

The Agreement on providing legal services with a reward determined in percentage terms prevails the Tariff on Rewards and Fees for the Work of Lawyers, except if the client terminates the contract and revokes the given authorization before the end of the procedure in all ordinary and extraordinary legal remedies, is completely derogated, in which case client is obliged to pay all the rewards and fees that Law Office Q had in the case up to then, in accordance to the valid Tariff on Rewards and Fees for the Work of Lawyers.

C) The fee for the provided legal services is determined on a monthly basis -lump-sum fee

This method of charging the provided legal services is only for the needs of clients-legal entities whom we offer comprehensive support for all legal issues and dilemmas in everyday business, with a fee that has been set up in advance on the monthly level. A special contract for the legal services in written form shall be concluded, which defines the scope of legal services and monthly lump-sum fee, as well as other issues of importance for this type of cooperation.



In the case of such contracts, if a litigation or other kind of dispute led by the Law Office Q, is settled in favor of the client, and the costs are ruled by the court in the favor of a client but at the burden of the opposing party in the proceedings, the Law Office Q has the right to charge these costs directly from the opposite side, in which case the client is obligated to give special authorization to the Law Office Q for charging these costs, or to charge them directly from the client, after they are collected from the opposing party in the case.

D) Reimbursement per hour

This way of providing legal services is contracted by a special contract in a written form where the fees for the legal services is determined according to the amount of time spent in working on the case. The contract defines the rights and obligations of the contracting parties and the amount of charge per hour. If a special agreement is not signed in appropriate form, it shall be replaced by a written correspondence between the Law Office Q and the client, by which the client accepted the reimbursement per hour and the amount of the work schedule for the case. If the client does not give a consent in written form for the proposed reimbursement per hour, and right after signs power of attorney or does not recall previously given authorization, by his signature on the power of attorney he gave irrevocable consent to the offered reimbursement per hour.

The amount of time spent working on the subject which includes a review of the documentation, meetings with the client, time spent on the road with the client, correspondence (submissions, e-mail, telephone), preparation for the case, drafting documents and submissions, representation in front of the court and other public institutions and etc. multiplied by the amount of reimbursement per hour, represents the final amount of reimbursement of the Law Office Q, based on the provided legal services.

In this type of contract is concluded, the Law Office Q has the right to increase the amount of reimbursement per hour for work in a particular case, if the client's orders require working overtime, work during the holidays (weekend, state and religious holidays).

The invoice with the fees of the provided legal services according to the amount of reimbursement per hour, shall be delivered to the client after the completion of the legal services or monthly, if such a way of providing legal services is set up by a special contract.

E) Reimbursement of actual costs

Regardless the way of fees charging at the Law Office Q, the client is obliged to pay the necessary expenses upfront for the work on a case, as follows:

- -court and administrative fees
- Banking services
- post and shipping services
- experts and interpreters services



- travel expenses
- vehicle costs
- -hotel accommodation
- as well as any other costs that arise or may arise.

By giving the power of attorney, the client accepts the obligation to pay all the costs incurred, and also Law Office Q has a right to charge all the expenses from the client, if they are necessary for the work on the case.

If the Law Office Q uses its own vehicle for the particular act in a case (under its own vehicle, it means the vehicle of a law associate or any other person employed at the Law Office Q) then Law Office Q is entitled to a 30% refund of the fuel used per kilometer.

In case that certain actions are taken outside of the Law Office Q headquarters at a distance of over 300km, the Law Office is entitled to reimbursement of hotel accommodation costs according to the hotel's bill.

8. Ruled legal costs

If the court, in any kind of proceeding led by a Law Office Q, rules legal costs in the favor of a client, these legal costs belong to the client under the following conditions:

- -If the client has fully paid all fees towards the Law Office Q, in full amount according to the Tariff on Rewards and Fees for the Work of Lawyers, without the discount on certain legal services, the client is entitled to the legal costs awarded in full amount;
- -If the client has not fully paid fees to the Law Office Q or paid less than the amount settled by the Tariff on Rewards and Fees for the Work of Lawyers or has not paid individual services, client is entitled to the costs only in the amount of fees for services paid to the Law Office Q;

In cases of Clauses 7 B) and 7 C of the General Terms of Business, ruled legal costs always belong to the Law Office Q, and Law Office has a right to charge these costs directly from the opposite party in the proceedings, in which case the client is obliged to give power of attorney to Law Office Q for costs charging, and if the payment is made to the client's account, the Law Office Q a right to charge it from the client.

9. Invoices and payments

The Law Office Q- legal associates, are due to issue invoices with a maturity date that can not be shorter than 3 nor longer than 8 days from the date of invoice receipt.

If the client fails to make the payment within the maturity date, the Law Office Q reserves the right to calculate the legal interest on the fees, starting drom maturity date until date to the date of payment.



If the client has objections to the issued invoice, client shall notify to the Law Office Q immediately, but no later than 3 days from receipt of the invoice. Otherwise, it will be assumed as accepted, without the right to object.

10. VAT

For each issued invoice, VAT is accounted and stated separately, except in cases when an invoice was issued by a law associate who is not in the VAT system, which is especially emphasized in the invoice.

The VAT is not shown on the offers sent by the Law Office Q, as well as on the fees calculation, in case that the same is given to the client.

11.Termination

The Law Office Q has the right to terminate the provision of legal services in the following cases:

- if it is estimated that the engagement of the Law Office Q is not in the interest of the client,
- if there is a conflict of interest,
- if the client does not pay the agreed remuneration or fees for the work of the Law Office Q or fails to settle the expenses necessary for undertaking the actions,
- in case the client expresses mistrust or indecency or behaves inappropriately to any legal associate/intern or other employee of the Law Office Q or a person hired by the Law Office Q,
- if the client does not provide or delivers all important or complete information regarding the case,
- if the client's request is clearly contrary to his own interests,
- if the client does not comply with the rules in the General Terms of Business.

In case of the termination of the provision of legal services or cancellation of the power of attorney, the client is obliged to pay the reimbursement and fees for the work of the legal associates, that had until then occurred.

The client agrees that the Law Office Q may retain the complete documentation of the client after the cancellation of the power of attorney and the termination of the provision of legal services, until the client fully pays the fees to the Law Office Q, or otherwise provides security for payment.

12. Confidentiality clause

All information regarding client's case shall be considered as a secret information and will not be disclosed to third parties unless client requests that they be made available to the public in a certain way or in case of our obligation according to the law (for example, the Law on the Prevention of Money Laundering, etc.).



13. Data base and case file storage

After the case is closed, client has a right and obligation take the case file from the headquarters of Law Office Q, including original copies of court decisions, or any other decisions of the public authorities.

The deadline for taking over the case file is 30 days from the date you are notified by the Law Office Q.

If a client does not take case file within 30 days from the date of notification, the Law Office Q has the right to charge the costs of keeping case filles that will be charged to the client monthly, in the amount of 1,000.00 RSD per case file .

The Law Office Q shall keep in storage case files within five years from the date of the case closing, after which it has the right to destroy it, and client's decision not taking over the case file shall regard as an agreement for this action. After the expiration of the storage period, the Law Office Q shall stop with charging of the storage costs.

14. Limitation of Liability

By accepting the General Terms of Business, the client agrees that the financial responsibility of the Law Office Q towards client, in case of any claim including any possible damages (actual damages and lost profits, costs and interest) is limited to:

- a) the maximum amount of cover reimbursement, based on the lawyer's insurance for professional liability, which is on force at a given moment;
- b) an amount equal to twice the amount of fees, that Law Office Q has charged to the client, in a specific case.

15. Disputes

All the disputes arising between the Law Office Q and the client will be resolved by settlement. In the case of an inability to make a settlement, the dispute shall be resolved by the competent court in Novi Sad.

The General Terms of Business are made in Serbian and English language. In case of discrepancy, Serbian version shall prevail.

16. Amendments to the General Terms of Business

Amendments to the General Terms of Business shall be made in writing. The Law Office Q shall inform the client immediately after each change of the General Terms of Business. If the new General Terms of Business are more favorable for the client, the Law Office Q shall immediately apply them.



17. Partial annulment

In the case that any provision of the General Terms of Business is annulled by a decision of the competent court, such provision shall not apply, while the other provisions of the General Terms of Business shall remain in force.

In Novi Sad, October 2, 2017

Law Office Q