

**GENERAL TERMS OF ENGAGEMENT**

(hereinafter: “GTE”)

12 vlačkovičeva  
11000 belgrade  
serbia

**LEGAL FRAMEWORK**

According to Article 45 of the Serbian Law on Advocacy [in Serbian: “Zakon o advokaturi”] (Official Gazette of RS 31/2011 and 24/2012) (hereinafter: “Law on Advocacy”) two or more Attorneys at Law [in Serbian: “advokati”] (hereinafter “Founders”) may by an agreement regulating their mutual business and property relations establish a joint law office [in Serbian: “Zajednička advokatska kancelarija”] (hereinafter: “Joint Law Office”). The Founders are obliged to deliver the agreement, together with the registration application, to the competent Bar Association [in Serbian: “Advokatska komora”] within 15 days upon execution for registration purposes. All Founders from the same Joint Law Office must have the same registered seat of their offices. The Joint Law Office must have a notice board stating the words: “joint law office” [in Serbian: “Zajednička advokatska kancelarija”] and the name of the joint law office, in accordance with the founding agreement and the Law on Advocacy. The Joint Law Office does not have the status of a juridical (legal) person. The Joint Law Office ceases to exist by agreement of the Founders or if there is only one Founder remaining as a member of the Joint Law Office.

t. +381 11 414 52 80  
f. +381 11 414 52 89

info@bopa.rs

**LEGAL STATUS**

Zajednička advokatska kancelarija Bojanović i partneri is a Serbian legal practice organised and registered before the Belgrade Bar Association [in Serbian: “Advokatska komora Beograda”] in the form of a Joint Law Office with the registered seat [in Serbian: “registrovano sedište kancelarije”] at Vlačkovičeva street no. 12, 11000 Belgrade, Republic of Serbia. The full registered name of the joint law office is “Zajednička advokatska kancelarija Bojanović i partneri” (hereinafter: “Bojanovic & Partners” or “we” or “BOPA”).

Bojanovic & Partners is inscribed before the relevant registry of the Belgrade Bar Association by the respective decision of the Belgrade Bar Association number 4316/2016, in line with the Law on Advocacy, Statute of the Serbian Bar Association [in Serbian: “Statut Advokatske komore Srbije”] (Official Gazette of RS 85/2011, 78/2012 and 86/2013), Statute of the Belgrade Bar Association [in Serbian: “Statut Advokatske komore Beograda”] (Official Gazette of City of Belgrade 93/2016) and Code of Professional Ethics of Attorneys [in Serbian:

## bojanovic partners

“Kodeks profesionalne etike advokata”] (Official Gazette of RS 27/2012) (hereinafter: “Applicable Legislation”).

Pursuant to the Applicable Legislation, Vladimir Bojanovic, Attorney at Law [in Serbian: “Advokat”], is a managing partner [in Serbian: “Rukovalac”] of the joint law office (hereinafter: “Managing Partner”), having PIB No 106347071 and Statistical No: 57304278.

Pursuant to the Applicable Legislation, the Joint Law office does not have legal subjectivity. Consequently, the legal assistance is provided by the Founders and (on a case to case basis) by other Attorneys at Law engaged in line with the Applicable Legislation by the Founders of the Joint Law Office, with the assistance of legal trainees [in Serbian: “advokatski pripravnici”] (hereinafter jointly: “Lawyers”). For the purpose of these GTE, Lawyers and Bojanovic Partners shall be jointly referred to as “BOPA”.

### **ESTABLISHING COOPERATION**

These GTE constitute the general terms under which BOPA provides legal services to natural persons and legal entities (hereinafter: “Client” or “you”). BOPA provides legal assistance in regards to the laws of the Republic of Serbia, (hereinafter: “Legal Assistance”). If a Client expresses its interest and requests Legal Assistance by BOPA, or BOPA offers Legal Assistance to a Client, the Client shall be referred to the respective BOPA Founder who will be the main contact for the duration of the Client’s cooperation with BOPA (hereinafter: “BOPA Partner”). The Client shall provide the BOPA Partner all information BOPA needs to determine the type and volume of the Legal Assistance the Client requires. The BOPA Partner shall prepare a proposal for establishing cooperation between BOPA and the Client based on the given information (hereinafter: “Proposal”). The Client agrees that (i) any authorized representative of the Client or (ii) any other person employed or engaged by the Client included in the correspondence between BOPA and the Client, is entitled to accept and approve the Proposal (hereinafter: “Client’s Representative”). There can be exchanges of several Proposals until BOPA and the Client both find mutually acceptable terms for cooperation. If the Client’s Representative and BOPA Partner agree on the Proposal in written form, including by way of exchange of email, it shall be considered that agreement on engagement of BOPA for provision of Legal Assistance is concluded (hereinafter: “Engagement Agreement”) effective immediately unless differently prescribed in the Engagement Agreement.

The Engagement Agreement must be in writing (including by way of exchange of email correspondence). The Engagement Agreement must be concluded on behalf of BOPA by the Managing Partner (unless the Client instructed and engaged another

## bojanovic partners

Lawyer), and on behalf of the Client by the person appointed by the Client for the establishing of the cooperation.

If BOPA and the Client agree on the new engagement after concluding an Engagement Agreement, this will not terminate the existing engagement, but the existing engagement shall continue to be in force unless the new Engagement Agreement specifically prescribes that the old engagement is terminated by the new one, or if it regulates the same scope of services to be provided by BOPA but in a different matter. These GTE shall be an integral part of the Engagement Agreement regardless of its form, and shall be applied whenever BOPA provides Legal Assistance.

### **TEAMS**

The BOPA team is comprised of Lawyers specialized in the legal area in which the Client requires Legal Assistance. As the Client may require Legal Assistance in various areas of law during cooperation with BOPA, the BOPA team will, as a rule, be formed for each individual matter of Legal Assistance. Lawyers are appointed to the BOPA team based on their experience and competence in a specific area of Legal Assistance the Client requires, considering the timeframe for the required Legal Assistance. Depending on the complexity of the assignment, the BOPA team may also be made up of a single Lawyer, which will be determined by Managing Partner.

---

Page | 3

Considering that certain areas of the law are in and of themselves complex, and that their changes are constant and dynamic, and include various sub-areas in which different Lawyers are equipped with the necessary expertise, members of the appointed BOPA team can consult other Lawyers during their work.

When executing the Engagement Agreement or giving instructions for a specific assignment, the Client may specify the persons from the Client's organization that will be included in the cooperation and correspondence between the Client and BOPA (hereinafter: "Client's Team"). If the Client has specified the Client's Team, BOPA will include all members of the Client's Team equally in the correspondence, unless the Client's Team member giving instructions for a specific assignment stresses that certain Client's Team members are not to be included in the correspondence for that specific assignment. When the Client's Team is made up of several persons, BOPA will act in accordance with instructions given by any of those persons, unless the Client specifically points out that instructions need to be given by specific member(s) of the Client's Team. If the Client specified a Client's Team in the Engagement Agreement, when receiving the first instruction from a person who is not a member of the Client's Team, BOPA will ask one of the persons designated in the Engagement Agreement as members of the Client's Team to

## **bojanovic partners**

confirm that BOPA may provide Legal Services based on instructions from that third person. After receiving such confirmation, that person shall be considered a member of the Client's Team. If the Client wishes to change a member of the Client's Team, the Client needs to notify the responsible BOPA Partner or a person designated by that BOPA Partner to take a lead in the Client's case of this decision in writing. If the Client has not specified the Client's Team, BOPA will accept instructions from any member of the Client's business organization.

### **NON-LEGAL SERVICES**

BOPA does not advise in relation to any business, financial, tax or any other non-legal issue. If a Client requests these services to be provided, BOPA may recommend advisors to the Client to act on these matters. BOPA may assist Clients in providing translations in any language, by engaging expert translators (hereinafter: "Translation Service"). BOPA cannot accept responsibility for the work of any of these persons.

### **FEE**

In principle, fee is based on the working hour spent on a Client's matter multiplied by the hourly rate (hereinafter: "Hourly Rates"). Hourly Rates shall be agreed between BOPA and the Client in the Engagement Agreement. When calculating the time spent on Client's affairs, BOPA will include meeting with the Client, and any time spent travelling; considering, researching, preparing and working on papers; correspondence; and the making and receiving of telephone calls.

In some situations, it is possible to agree a fixed fee in advance that shall be paid regardless of the invested time in work (hereinafter: "Retainer") or Hourly Rates with the maximum amount to be paid regardless of the invested time in work (hereinafter: "CAP"). When the fee estimate is provided without agreeing on a Retainer or a CAP, any given fee estimate is given only as a guide to assist the Client with calculations, and shall not be considered as if a Retainer or CAP were agreed. For a CAP or Retainer to be agreed, it is mandatory to explicitly state "CAP" or "Retainer" in the Engagement Agreement. CAP and Retainer cannot be agreed orally.

BOPA makes no promises regarding the specific results of provided Legal Services or result of a legal proceeding in which it represents the Client; therefore, BOPA is entitled to the fee for provided Legal Services even if the intended business or other goal was not reached. However, in certain cases it can be explicitly agreed in writing in the Engagement Agreement that the fee that BOPA is entitled to depends on the achieved results.

## **bojanovic partners**

Unless otherwise specifically agreed in writing, BOPA rates (Hourly Rates, CAPs, Retainers or otherwise as agreed with the Client) are always expressed in EUR, and payable in line with the applicable laws in the Republic of Serbia, in EUR or RSD counter value and in line with applicable legislation.

By instructing BOPA to act on a Client's behalf, the Client is also authorizing BOPA to incur such expenses BOPA considers necessary to carry out the work. BOPA will require the expenses and disbursements that will incur on a Client's behalf to be reimbursed to BOPA as and when they are incurred. Also, BOPA may ask the Client to pay for such expenses in advance. Amongst other things, expenses may include court fees; translation fees for Translation Services by expert translators; administrative fees; the fees of other persons engaged by BOPA with Client's permission; search and registration fees; courier service expenses etc. BOPA will also charge expenses for travel and accommodation incurred whilst travelling away from the office for matters directly related to subject work. BOPA charges for all expenses on a real cost basis. All costs shall be clearly specified in invoices issued to the Client.

### **VAT**

All fees and costs are given without VAT, which will be charged at a rate which is prescribed by the laws of the Republic of Serbia (if applicable), and which will be separately listed in the invoice.

### **INVOICES**

In principle, BOPA shall provide invoices for Legal Assistance to Clients monthly, usually by issuing an invoice by the 10th day in a month for the services provided in the previous month. BOPA and the Client may agree on different dynamics for invoicing for the provided services. Likewise, BOPA is entitled to issue an invoice for the provided Legal Assistance immediately after their provision. In certain cases, BOPA may request that the Client pay the whole or part of the fee to BOPA in advance, prior to provision of Legal Assistance.

The invoices will provide a specification of the work done, including specific dates, the names of the fee earners, and a description of the work done. The invoices will be nominated in EUR, unless mandatory foreign exchange regulations of the Republic of Serbia and other laws impose the nomination of invoices in Serbian dinars (hereinafter: "RSD"). If the invoices must be nominated in RSD currency, BOPA will calculate the amount to be invoiced by applying the exchange rate between RSD and the EUR that is applicable on the Invoice issuing date pursuant to

the selling exchange rate of Unicredit Bank Srbija a.d. Beograd. Invoices are payable in the currency in which they are nominated, and as a rule payment is made to BOPA's bank account, specified in the invoice issued to the Client.

The deadline for paying the invoices is 8 days, since the day of the invoice issuing, unless agreed otherwise between BOPA and the Client. If the invoice specifies a different payment period, the deadline specified on the invoice will apply. If BOPA does not receive the invoiced amount by the specified deadline, BOPA retains the right to charge the Client statutory default interest. Moreover, in addition to the statutory default interest rate, if the amount is nominated in RSD and if the amount is overdue and there is a decline of the local currency exchange rate against the EUR from the date on the invoice to the date of payment of more than 5%, BOPA shall have the right to calculate and to subsequently charge the Client the difference caused by the fluctuation in the exchange rate. If payments are overdue, BOPA also reserves the right to terminate work for the Client until all outstanding debts are paid.

If for any reason the issuing of an invoice by BOPA is followed by the Client's request for BOPA to re-issue the invoice to another entity, BOPA may decline to do so. If the request is accepted, the Client agrees hereby to provide BOPA, in parallel with BOPA re-issuance of the invoice, with all documents and information that BOPA may request to enable BOPA to reclaim the VAT calculated on the original invoice, if VAT was calculated. The Client will remain liable for the payment of invoices, even if the reissuance request is accepted, until all sums outstanding to BOPA are paid.

The invoices shall be signed and stamped by the Managing Partner, containing the billing details for the Managing Partner, unless the engagement is established with some other Lawyers.

### **LIMITATION OF LIABILITY**

BOPA and/or Lawyers are responsible only for the actual damage (in Serbian: "stvarna šteta") suffered by the Client as a direct consequence of the Legal Assistance provided to the Client by BOPA and/or Lawyers based on the Engagement Agreement, save for those matters in which it is provided in these GTE that BOPA does not take any responsibility for (hereinafter: "Liability").

The maximum monetary Liability of BOPA and/or Lawyers to the Client is capped to the lesser of the following alternative amounts: (i) the maximum amount of coverage under BOPA Lawyers' professional indemnity insurance applicable at the time, or (ii) an amount equivalent to fees charged and collected from the Client for

the work done on the matter from which the Client's claim originates. This sum includes all damages, costs and interest that may be awarded against BOPA and/or Lawyers. The Client shall have the right to request the claims against BOPA and/or Lawyers arising from the Engagement Agreement only in the period of: (i) 1 (one) year after the date of the performance of the actions that the Client claims gave rise to the purported Liability, and (ii) 30 (thirty) days after the Client becomes aware of such alleged breach that gave rise to the purported Liability.

By concluding the Engagement Agreement with BOPA, the Client confirms that it shall not have any receivables and shall not file any claim, lawsuit, proposal or anything similar against any natural person (including those being engaged as the Lawyers) in relation to any matter for which the Legal Assistance has been provided to the Client. Accordingly, every lawsuit which the Client wants to file may be related only against BOPA or the Lawyers as commercial entities, and not against natural persons that are engaged by BOPA (including the Lawyers).

For avoidance of any doubt, Lawyers who are not explicitly engaged based on the Engagement Agreement or the Power of Attorney shall not be responsible for the Legal Assistance of other Lawyers.

In any case, the above stated limitations of liability shall apply. The limits on the liability as described in this section shall apply to work done under these GTE and any future work, unless BOPA and the Client agree differently in writing.

### **TERMINATION OF PROVISION OF SERVICES**

Both Client and BOPA are free to terminate cooperation at any time. In case of termination of cooperation the notice period is 30 days, during which period BOPA must provide the Client with Legal Assistance regarding issues that may not be delayed, and present all original documents that the Client requests, and the Client have to pay all unsettled BOPA invoices, and the invoice for the Legal Assistance provided by BOPA during the notice period.

### **GOVERNING LAW AND JURISDICTION**

The relationship between BOPA and the Client regarding provision of the Legal Assistance shall be governed by the laws of the Republic of Serbia, without taking into consideration its conflict of laws rules.

Likewise, these GTE shall be construed in accordance with laws of the Republic of Serbia, without taking into consideration its conflict of laws rules. For resolution of all disputes that might arise between BOPA and the Client in relation to provision

of the Legal Services, the competent body shall be the Commercial Court in Belgrade, Republic of Serbia

**FINAL PROVISIONS**

Unless differently prescribed by the Engagement Agreement, the Client acknowledges it is familiar with Policies and Procedures found at [www.bopa.rs](http://www.bopa.rs), and that it has no objection in that regard, and that he accepts them.

BOPA accepts no responsibility to third parties for the services provided to the Client.

BOPA retains the copyright and all other rights in all the documents provided to the Client.

The invalidity of any of the provisions of these GTE shall not affect the remaining provisions which shall continue to bind both BOPA and the Client.

These GTE, the Engagement Agreement and any other correspondence between BOPA and the Client set out all the terms agreed between BOPA and the Client in relation to the work that BOPA is to undertake for the Client. In the event of any conflict between these GTE and the Engagement Agreement, the Engagement Agreement shall prevail. Terms of the GTE can be changed only consensually and in writing including email correspondence.

These GTE can be amended and it is Clients' responsibility to monitor future changes. In case of any changes, the GTE initially applicable to a previous engagement remains unchanged for that engagement.

These GTE shall apply starting from 01 May 2016