



**GENERAL TERMS OF BUSINESS**  
**Attorney at Law Office “Tasić & Partners”**

TASIC  
& PARTNERS

ADVOKATI • ATTORNEYS AT LAW

---

Office Tasić & Partners, that includes all and each attorney/associate/legal intern that has been engaged by the office (hereinafter referred to as: „T&P“), provides at the request of clients, professional legal and consultancy services, in mutual interest of providing services under clear and transparent terms, which T&P finds extremely important. These General Terms of Business (hereinafter referred to as: „**General Terms**“) present basis for provision of services and are applicable to all future instructions received from the client, whereas all additional or constant instructions shall be interpreted as acceptance of these General Terms. Mutual rights and obligation can be, beside through these General Terms, regulated in separate agreement concluded through exchanged written communication (electronic or otherwise) or other formal letter of engagement.

T&P and all its partners/associates shall provide services in accordance with the applicable regulation on advocacy, in terms of the approved mandate, protecting the rights and always acting in the client's interest, acting professionally, with dedication and conscientiously, respecting basic principles of independence, expertise, responsibility and confidentiality.

## 1. T&P ENGAGEMENT AND COMMUNICATION

- 1.1. Cooperation of T&P is established upon request of the client, by phone and by sending an e-mail, whereas T&P reserves the right to request from the client information on how he/she reached T&P and what is the reason to address T&P for a legal service.
- 1.2. T&P is engaged based on a written offer or by accepting the offer by e-mail or by signing a power of attorney authorizing T&P or any of the associates to undertake actions specified in such power of attorney, conclusion of an engagement agreement in writing which shall regulate the subject of T&P engagement, calculation and amount of fee, as well as the manner of covering engagement expenses, if applicable, terms of payment and terms for provision of the specific legal service, attorney/associate or a T&P tam that will be engaged in provision of the legal service being the subject of interest of the client, as well as all other issues that are relevant for regulating mutual relations. Offer or the engagement agreement shall contain a provision that these General Terms are an integral part of the offer or engagement agreement and that the client by signing the offer or engagement agreement also confirms and accepts the application of these General Terms.
- 1.3. The day of engagement and provision of legal services shall be the day T&P receives, by e-mail, from the client a scanned specimen of the signed offer or signed engagement agreement, whichever is applicable. Any change in the terms of provision of legal services by T&P shall be realized in the same manner.
- 1.4. If T&P was engaged based on the request of one person on behalf of another person, it shall be considered that the person addressing T&P has all necessary authorization for communication and engagement of T&P. If, upon provision of the legal service, it is determined that such person did not have the required authorization or such authorization was exceeded in any way, it shall be considered that the legal service was provided in the name and on behalf of the person that addresses and engaged T&P which shall in such case be obliged to bear all the expenses of T&P engagement, as contracted.
- 1.5. Each client shall be assigned to one or more partners/associates that shall be considered as their contact person with reference to all questions. Name of the partner/associate that will be assigned to the client shall be included in the concluded agreement or in other written communication with T&P. If the client has already cooperated with T&P and wishes to be assigned to another partner/associate, he should inform T&P in advance. Depending on the service, the client can be assigned to a T&P team, or specific partner/associate for each subject of engagement, whereas T&P reserves the right to change some or all members of the team, if required, for the entire time of engagement and cooperation with the client.
- 1.6. Client shall also appoint a person or persons that will be authorized to communicate with T&P. If the client designates a team of persons to participate in communication with T&P in the provision of legal services for which T&P is engaged, T&P will include all persons designated by the client in all

communication related to the subject of T&P engagement, unless the client for certain inquiries or information determines otherwise, about which he is obliged to inform T&P in advance, in writing. If the client involves a certain person / persons in communication with T&P, it will be considered that the client has given his explicit consent for T&P to include that person / persons in further communication with the client. T&P will receive specific inquiries / orders / requests only from persons authorized to do so by the client, unless the client determines otherwise during the provision of services, of which he is obliged to inform T&P. T&P reserves the right to request written confirmation from the client at any time that a certain person is authorized to submit T&P orders / inquiries / requests. The Client may replace any member of the team during the provision of legal services by T&P, but is obliged to notify T&P in writing, which will, from receipt of such notice, exclude from further communication a person / persons who, at the client's discretion, are no longer members of the client's team.

- 1.7. Communication with T&P shall be done in writing, through e-mail correspondence, or in some other way by exception, if arranged with the client. All requests, questions and instructions shall be delivered to the official T&P e-mail address or the e-mail address of the assigned partner/associate. T&P shall endeavour to confirm the receipt of the e-mail in each case. If the client is not sure whether the e-mail was delivered to T&P, he shall confirm the receipt by telephone or in other suitable way, especially if the e-mail contains information and/or documentation of special relevance for the engagement of T&P.

## **2. TERMS AND CONDITIONS OF ENGAGEMENT**

- 2.1. T&P shall always provide services in the terms of approved mandate, depending of the subject of engagement. If the terms of engagement are not specifically defined, it shall be assumed that T&P has the authorization to undertake all and each action in interest of the client, always acting legally and conscientiously, in accordance with these General Terms. If the client wants to specify the actions T&P is authorized to undertake, or to anyhow limit the authorization of T&P, he must orderly and timely notify T&P of such restrictions.
- 2.2. T&P's engagement is limited to providing legal services and T&P does not provide services related to the financial, business and accounting aspects of the client's business, nor services that require special expertise, permits or licenses, unless such services relate to the analysis of applicable tax and other regulations relevant to the client's specific inquiry. T&P may, at the client's request, recommend its business associates who have the necessary knowledge and experience to provide a service that is of interest to the client, if such service exceeds the scope of legal services that T&P is authorized and able to provide.
- 2.3. T&P shall act in accordance with the written instructions of the client, that shall be exchanged via e-mail, whereas T&P undertakes all necessary precaution in protecting such communication, but cannot guarantee the safety and confidentiality of the data exchanged this way and therefore advises the client to also undertake and apply all required safety and protection measures for the information exchanged in this way. If the instructions are provided verbally, T&P

may request written confirmation, and shall not be obliged to provide the service nor will it be held liable for the advice or legal service based on the verbal instructions of the client, unless confirmed by the client in writing. If the instructions and/or requests of the client are not in line with applicable regulation or general principles that T&P refer to for guidance in provision of services, T&P shall be entitled to refuse such request or refuse to act in accordance with such instruction. If T&P finds that provided instructions are not in the best interest of the client, it shall, prior to undertaking any action in that regard, inform the client, point out and forewarn the client in writing of all potential consequences arising from such action.

- 2.4. Upon establishing cooperation, the client shall timely and orderly inform T&P of all relevant facts and deliver or prepare for T&P all documentation that may be of relevance for the subject of engagement, **not later than three (3) working days prior to expiration of the deadline for provision of requested service by T&P**. T&P shall assume that all provided information and delivered documentation is true and correct. Otherwise, if T&P suspects the correctness or completeness of the provided information or delivered documentation, T&P shall inform the client, without delay. If any change in provided information or delivered documentation shall occur that may be of relevance for the subject of T&P engagement, the client shall notify T&P, without delay. T&P shall not be responsible for provided service if the client missed to inform T&P or timely deliver all documentation that may be of relevance for the subject of engagement of T&P, in accordance with these General Terms.
- 2.5. Client shall deliver all requests and assignments to T&P in a timely manner, at least three (3) working days prior to the expiration of the term for provision of the requested service, unless if exceptional circumstances would require urgent actions, when T&P shall be entitled to additionally charge such a service, which it shall notify the client of, in advance. T&P shall not be responsible for late response if it hasn't been timely and in advance informed that the service should be provided in a shorter term, if such term has been accepted and confirmed by T&P. T&P reserves the right to accept or refuse the provision of services in a shorter term determined by the client or to propose other term, if justified (for instance, due to occupancy of T&P partners/associates) or if it estimates that the service cannot be provided in the term proposed by the client (for instance, due to the complexity of the request).
- 2.6. If the question or request of the client includes engagement of associates outside the residence of T&P, either in Republic of Serbia or abroad, T&P shall be entitled to, if necessary and upon notifying the client, engage associates from the territory of Republic of Serbia or other jurisdictions, in which case provisions of these General Terms shall be applicable to the engagement and actions undertaken by T&P associates in Republic of Serbia or abroad.
- 2.7. T&P shall from time to time inform clients about current matters from T&P line of business that may be relevant for the client, through newsletters and written notifications. Given that T&P services are always tailor-made for the clients, delivering newsletters and/or other written notifications does not constitute any obligation for T&P to provide services in connection with the delivered newsletter

and/or other written notification, unless otherwise requested by the client in writing and upon establishing formal cooperation with T&P in that regard.

- 2.8. T&P shall be entitled to terminate its service for justified reasons, which it shall inform the client of, 30 days prior to termination or in other term, depending on the service at hand, contracted terms of provision of the specific legal service and applicable regulation. Justified reasons shall include, without limitation, conflict of interest, interest of the client, overdue payment of T&P fees or other expenses related to the provided service, breaching the provisions of these General Terms or other agreements with T&P. In case of termination, T&P shall be entitled to claim all due fees and expenses.

### 3. FEES AND EXPENSES

- 3.1. Fees for the provided services by T&P are calculated based on regular hourly rates of T&P, or the time spent on a specific project multiplied with the amount of applicable hourly rates expressed in euros; or in fixed amount / as lump sum; or in accordance with the applicable Attorney at Law Tarif, depending on the subject of T&P engagement and agreement with the client. The amount of hourly rates may depend on the engaged partner/associate or his/her function and status, and shall be increased for 30% of the contracted fee in case of urgency, due to overtime (working at night, during weekends or on non-working days), engagement of an associate during his/her absence caused by illness, annual vacation or other terms of absence, which the client shall be duly notified of. Contracted hourly rates may be changed in the course of engagement, which T&P shall inform the client of at least fifteen (15) days earlier. Time spent on working for the client shall include all the meetings with the client or third party, telephone calls, travel time, as well as all written communication, review of documentation, drafting documents and other work on the project at hand. Upon request of the client, T&P may deliver periodical break-downs of hourly rates, especially in long term projects, so that the client can be aware of the amount of the fee during entire cooperation with T&P.
- 3.2. If the parties have contracted a fixed amount of fee, such amount shall not be changed or additionally increased, unless the initial inquiry or request of the client that served as the parameter for calculation of the fixed fee, is subsequently expanded or changed, which T&P shall inform the client of, in advance. If the required service is not fully provided, regardless of the cause, T&P shall be entitled to the proportionate amount of the contracted fixed fee, depending on the scope of engagement and status of the project, including the right to compensation of all therewith connected expenses borne on behalf of the client.
- 3.3. Fees for representation in Court proceedings are paid in advance, or upon undertaking certain procedural action, regardless of the outcome of the proceeding. Depending on the outcome of the proceeding, client may be obliged to compensate expenses of the other party, partly or in whole, depending on the decision of the Court, which shall not anyhow influence the payment of T&P fee that is not dependent on the outcome of the proceeding and overall expenses of the proceeding borne by the client. Upon proposal of the client, T&P may

additionally consider contracting a success fee that would depend on the outcome of the proceeding, which must be additionally contracted with the client.

- 3.4. T&P is entitled to compensation of all actual expenses borne on behalf of the client, through refund or through advance payment, in case of more significant amounts, in which case the client shall be obliged to make the payment in accordance with the calculation of expenses made by T&P. If the client does not make the payment of calculated expenses, T&P may terminate the provision of service. If the client bears certain expenses directly, T&P shall provide clear and detailed instructions for payment of such expenses. Expenses, without limitation, include administrative and Court taxes, fees for engagement of experts and translators, registration taxes, travel and therewith connected accommodation expenses, as well as all other expenses that may arise, which client will be informed of, in advance.

#### **4. INVOICES AND PAYMENT**

- 4.1. Invoices are regularly issued upon realization of the contracted project or in monthly amounts, or through advanced invoices, if applicable and depending on the project at hand and agreement with the client. Alongside the invoice, T&P shall deliver break-down of the provided services, as well as calculation of hourly rates, if and where applicable. Invoices are issued in dinar amounts for clients registered in Republic of Serbia, or in euros for foreign clients, increased for corresponding VAT, if applicable. If the invoice is issued in dinars and is contracted in euros or the amount of hourly rates is calculated in euros, conversion to dinars is made in accordance with the middle exchange rate of the National Bank of Serbia, at the day of issuing the invoice, or some other exchange rate, if contracted with the client.
- 4.2. Issued invoices are paid in terms shown in the invoice, whereas T&P shall be entitled to calculate and claim legal interest in case of overdue payment. In case of overdue payment, T&P reserves the right to terminate further engagement, until the full payment of all due fees.
- 4.3. If the client has any objection to the issued invoice, it shall deliver such objection in the course of three (3) days upon receipt, in writing, to the partner/associate that has provided the service or to the Office Manager of T&P, that shall review the objection in short term and deliver a written response. If the objections are not delivered in the course of three (3) days upon receipt of the invoice, these shall be considered confirmed and accepted, without objections.

#### **5. CONFIDENTIALITY, CONFLICT OF INTEREST AND MONEY LAUNDRY PREVENTION**

- 5.1. T&P is bound by the terms of confidentiality, so it guarantees confidentiality and data protection to its clients, unless consent of the client that certain information can be disclosed is provided, or if this is requested by public authorities or is in accordance with applicable regulation.
- 5.2. Use of business names of clients or potentially other information that may be

relevant for T&P professional references and ranking attorney at law offices organized by renowned international organizations and agencies shall not be considered as breach of confidentiality. Such exception shall not refer to disclosure of information that may be considered as trade secrets, in accordance with applicable regulation or if as such are defined by the client.

- 5.3. T&P is obliged to apply the regulation on prevention of money laundry, which includes the obligation of keeping records on certain transactions and which may result in requests for delivering additional information or documentation by the clients, upon request and in terms defined by T&P. Otherwise, T&P may terminate further representation and engagement. Application of the money laundry prevention regulation may result in the obligation of delivering additional documentation and information about the client to competent authorities, which the client will be timely notified of. In case T&P suspects of money laundry, T&P shall inform the competent authorities of such actions and terminate its engagement.
- 5.4. In case of conflict of interest between the T&P clients, T&P shall refuse to provide services and inform the client of such conflict. Client shall inform T&P of any conflict of interest, upon learning of such conflict, otherwise, the client shall compensate T&P all damages and/or expenses deriving from such conflict of interest. If conflict of interest appears upon engaging T&P, T&P shall terminate further provision of services to the client, in accordance with provisions of this General Terms, reserving the right to all fees and expenses that incurred to the moment of termination of engagement. In case of conflict of interest, T&P shall recommend to the client other attorney that can provide the service in same or similar capacity.

## 6. OBJECTIONS

- 6.1. If the client has any objection to the services provided by T&P, or any provision of this General Terms, it shall inform assigned partner/associate without delay, in order of resolving all opened issues prior to continuing cooperation with T&P, and contracting potential exception from these General Terms additionally, in writing. Objections must be delivered in writing, with clear explanations and enclosed evidence. T&P shall endeavour to timely respond to every objection of the client and provide satisfying response and explanation in order of continuing its engagement. If this is not possible, T&P reserves the right to terminate further engagement. Nevertheless, objections submitted by the client shall not anyhow influence the fee or compensation of incurred expenses, but may only result in amending terms of engagement, if acceptable for T&P.

## 7. LIMITED LIABILITY

- 7.1. T&P shall endeavour to provide adequate, timely and legally grounded advice and overall service. Thus, T&P is engaged for provision of legal services and advice and cannot be held liable for any technical error, errors in writing or calculating, numbers, names and other non-legal information, or translation of documents from and to Serbian language, which is done upon the request of the client,



without engaging Court interpreter. All clients should always check and amend or verify all factual statements, technical and identification information, prior to any further use of the document prepared by T&P. If the client expects revision of these information by T&P, it is obliged to inform T&P prior to engagement, whereas T&P reserves the right to additionally charge such service. Client shall confirm each final document prepared by T&P and deliver the signed and finalized version of the document prepared by T&P, for T&P records. By confirming the final version of the document, the client provides its consent to the content of the document, and renounces the right to subsequent objections, remarks or any claims from T&P in that regard. Client should not amend final documents without consultations and verification by T&P, unless such amendments refer to technical data, in which case the client shall inform T&P of each amendment. Liability for any amendments in documents upon final confirmation provided by T&P, without recommendation or consultations with T&P, shall be borne solely by the client.

- 7.2. Client upon accepting these General Terms renounces all claims against T&P, but shall try to settle all disputes in direct contact with T&P. If the client finds T&P to be liable, monetary liability of T&P is always limited to double the amount of the fee paid to T&P, but anyhow to the maximal amount of insurance from professional liability of attorneys at law, if double amount of the paid fee should exceed this amount. Such limitation refers to all legal services provided to the client and includes, without limitation, all damages, expenses, interest and other claims.
- 7.3. Any legal advice or provided legal services are adjusted and intended for a specific client, not to any third party. In that regard, client shall not disclose to third parties any document prepared by T&P, without prior written consent of T&P. If provided legal advice should be disclosed to any third party, T&P shall not be anyhow liable towards such third party and the client shall compensate all damage suffered by T&P, if applicable.

## **8. MANAGING DOCUMENTATION**

- 8.1. All documentation that is drafted for the client or delivered by the client during T&P engagement shall be kept in the business office of T&P, in paper or electronic form.
- 8.2. The client is obliged to take over all documentation in paper form from T&P within a maximum of 15 (fifteen) days from the day of termination of cooperation or termination of T&P engagement, i.e. termination of a specific court or administrative case. Termination of T&P's engagement shall be deemed to be the expiration of the notice period provided for in the offer or engagement agreement or another date agreed between the client and T&P, if applicable. If the client does not arrange to pick up the documentation within the specified period, T&P will invite the client to take over all documentation within an additional period of 10 (ten) days, with the signing of the Handover Record containing a list of documents subject to handover. If the client does not arrange for the collection of documentation within the remaining time limit, T&P reserves the right to, at the client's expense, send the documentation to the client's registered address or the

address specified in the offer or engagement contract.

- 8.3.** Without effect to the preceding clause of the General Terms, the Client and T&P may agree for T&P to, for the agreed fee, keep the Client's documentation in paper form permanently or for a specified period of time, as determined by the Client.

## **9. MISCELLANEOUS**

- 9.1.** All documents prepared by T&P present its intellectual property that the client shall be obliged to acknowledge. Client can use the delivered documentation drafted by T&P solely for the purposes these were drafted for, unless otherwise confirmed by T&P in writing.
- 9.2.** Any exemption from these General Terms must be additionally contracted with T&P in writing. If this is not the case, it shall be deemed that the client has agreed to these General Terms which shall be applied to entire relation with T&P. However, non- application of any provision of these General Terms by T&P, shall not exclude the application of these General Terms.
- 9.3.** The invalidity or unenforceability of any of the provisions of these General Terms shall not affect the remaining provisions which shall continue to bind both parties.
- 9.4.** Terms and conditions of engaging T&P are included in these General Terms, agreement with the client or through other written communication. If these should conflict, the concluded agreement shall prevail.
- 9.5.** These General Terms are harmonized with regulation and internal procedures of T&P applicable on the day of its adoption and are subject to Serbian rules and regulation.
- 9.6.** These General Terms can be amended in writing, with informing the client of such amendments, at least thirty (30) days prior to their application, and by publishing them on the official T&P website.

TASIC  
& PARTNERS

ADVOKATI · ATTORNEYS AT LAW



Knez Mihailova 11-15 Beograd



+ 381 (0) 11 630 22 33

+ 381 (0) 11 328 52 03



office@tasiclaw.com