

**GENERAL TERMS OF BUSINESS**  
**of the law firm Živković | Samardžić**

**in force as from September 29<sup>th</sup> 2017**

These Terms of Business govern the legal assistance and services which Živković|Samardžić and its attorneys/permanent associates provide to clients, unless otherwise agreed in writing.

#### **1. ASSIGNMENT**

The scope and nature of our work in relation to the individual assignment is agreed with the client on an on-going basis. All assignments are carried out in accordance with the Code of Conduct of the Serbian Bar, provisions of the Serbian Legal Profession Act and all other relevant legislation.

Our legal services are based on Serbian law. The opinions and directions/recommendations prepared for the purpose of an assignment apply to matters governed by the Serbian legal system only, unless otherwise agreed with the client.

#### **2. INSTRUCTIONS**

Živković|Samardžić acts on the basis of the client's request and in compliance with the client's instructions. In the event that such instructions would violate any legal requirements or other rules of law, *inter alia* the Code of Conduct of the Serbian Bar, we are entitled to refuse to comply with the said instructions, informing the client thereon.

#### **3. COMMUNICATION**

We correspond, *inter alia*, via email. Our email correspondence is non-encrypted, and we do not accept liability for any viruses, unauthorised amendments, unauthorised monitoring, tampering or other matters resulting therefrom.

#### **4. LAWYERS INVOLVED**

A partner primarily responsible to the client is allocated to each assignment. The partner decides on the number of employees and other resources needed for the assignment. Any use of external resources to ensure effective handling of the assignment is subject to separate agreement with the client.

#### **5. CONFLICTS OF INTEREST**

Before initiation of the assignment, Živković|Samardžić investigates whether the assignment gives rise to any conflicts of interest, which could result in it being precluded from representing the client. All relevant matters are considered and discussed with the client, before the actual case handling is initiated. If a conflict of interest should arise subsequent to the initiation of the assignment, we would assist in referring to other law firm, if required.

## **6. CONFIDENTIALITY**

All information received from or about the client in connection with the work performed for the client will be treated as confidential. Everyone at Živković|Samardžić is subject to a duty of confidentiality.

## **7. MEASURES TO PREVENT MONEY LAUNDERING AND TERRORISM FINANCING**

Being a law firm, Živković|Samardžić is subject to the provisions of the Serbian Law on the Prevention of Money Laundering and the Financing of Terrorism (the „AML/CTF Law“). According to this Law i.e. so far as is necessary to comply with this Law, Živković|Samardžić shall obtain and store information about client's identity, its ownership and control structure, as well as, in case that there are reasons for suspicion of money laundering or terrorism financing regarding a client or a transaction, report them to the competent body.

## **8. USE OF OUR ADVICE**

Our legal advice is targeted at the particular assignment and is therefore not to be used for any other purposes without our explicit prior acceptance. Unless otherwise agreed upon, Živković|Samardžić is only liable to the client for the assistance provided. Client shall be held responsible for enabling third persons to use our advice and documents, without our prior consent, unless such duty is prescribed by Serbian law.

## **9. INTELLECTUAL PROPERTY RIGHTS**

Our client will be granted the right to use material generated by us during the assignment only for its internal needs and within the purpose the material was made. Živković|Samardžić retains all intellectual property rights as regards work and material created during providing of a particular service.

## **10. STORAGE OF FILES**

In general, we store all documents relating to an assignment, including electronic data, for 5 years after completion, unless the nature of the case calls for a shorter or longer storage period or a longer storage period is required by Serbian legislation. We will return the original documents upon request by a client on completion of our work, at the latest, unless otherwise agreed.

## **11. FEES**

Fees for our legal services are based on a number of factors, including time spent, the outcome of the matter, the size and complexity of the matter, the degree of expertise required, the responsibility involved, pressure of time, etc.

Upon request Živković|Samardžić provide a reasoned estimate of our fee for legal services before any work is commenced. If it is difficult to provide an estimate, we will inform the client of the basis for the calculation of the fee, e.g. the hourly rates. If we subsequently expect that our total fees will exceed the estimated amount, we will notify the client as soon as possible. Fees are stated in net amounts, without any deductables. VAT, WHT or any other similar payments which may be applicable under Serbian law or any other applicable law (including costs, expences, bank's commissions or any other payable amounts) shall be charged in addition.

We may request advance payment of fees for legal services or disbursements before commencing any work. Advance payments are used to settle attorneys fees or costs, unless otherwise agreed.

## **12. COSTS**

Costs related to the case, including court fees, registration fees, food, travelling and accommodation expenses, photocopying of case material, courier services, external transmission costs and costs incidental to conference calls are payable by the client in addition to the fee. As a general rule, clients are requested to make payment of these costs to Živković|Samardžić in advance.

## **13. INVOICING**

In general, Živković|Samardžić invoices the client when the assignment has been completed. Continuous assistance and assignments of long duration are invoiced at regular intervals, typically monthly, unless other invoicing terms have been agreed upon. The terms of payment are two weeks of the date of invoice. All agreed fees and costs shall be increased for VAT, unless otherwise provided by applicable law. If there is a delay in payment, interest at the statutory default interest rate accrues on the invoiced amount.

In case the client is required under any law to withhold tax on any portion of the fee due to Živković|Samardžić, the fee will be increased by the amount required to put Živković|Samardžić in the same position as if the fee had not been subject to such withholding tax.

## **14. DURATION**

Živković|Samardžić may cease to provide assistance, e.g. where the client is in breach of these terms of business, is insolvent or where payment is not made in accordance with our terms. We also reserve the right to withdraw from a matter if, in exceptional cases, we find that we cannot be responsible for handling the case or if we believe that it is in the interest of the client that our cooperation is terminated.

## 15. LIABILITY, INSURANCE AND LIMITATION OF LIABILITY

Živković|Samardžić is liable for the advice provided according to the general rules of Serbian law and has taken out indemnity liability insurance with a reputable insurance company. Unless otherwise agreed, our responsibility is limited to the amount of total damage matching a double amount of a fee, unless damage was result of an intent or gross negligence when this limitation shall not be applied.

Živković|Samardžić, our partners and associates are not liable for any incidental or consequential damages, including operating loss, loss of data, loss of profit, goodwill, reputation, etc.

Živković|Samardžić advises only on Serbian law issues. Unless otherwise explicitly agreed, any statement or information from Živković|Samardžić concerning issues covered by the law of other jurisdictions is for informative purposes only, and we assume no liability in that respect.

## 16. COMPLAINTS

If our legal services or fees do not meet client's expectations, we advise the client to contact the partner responsible for the assignment. If the client and the partner responsible for the assignment are unable to solve the issue, the Managing Partner of Živković|Samardžić will discuss the matter with the client in order to find acceptable solution.

## 17. MARKETING

Živković|Samardžić reserves the right to refer to the particular assignment for the purpose of its marketing , once the assignment has been completed and is publicly known.

## 18. GOVERNING LAW AND JURISDICTION

All disputes arising out of or in connection with the present General Terms of Business shall be finally settled by arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (Belgrade Rules). The place of arbitration shall be Belgrade, Serbia. The language to be used in the arbitral proceedings shall be Serbian. The applicable substantive law shall be Serbian.

In Belgrade, September 29<sup>th</sup>,2017

For Živković|Samardžić aod



Branislav Živković, partner