

## **Terms and conditions for 2020**

### **Introduction**

On your request Law office „Cvjetićanin & Partners” (hereinafter : C&P) will provide professional legal and advisory services, help you in realization of your business aims, and always strive to promptly and with full understanding approach in solving your problem.

These Terms will be framework for our cooperation with clients, and it's accept will be pre-condition for concluding **Agency agreement**, which can be in written form or can be in electronic form of exchange by e-mail.

In case that you choose communication thru an e-mail there exists a pre-condition for undertaking any actions from our side, which includes any access to the case and eventual legal advise or opinion. In that case we anticipate exchange of e-mails with your statement of accepting these Terms and Conditions.

Our office operates on the principle of maximum utilization of knowledge and experiences, operating and administrative capacity.

### **Instructions**

By a decision to be represented by C&P, with your signature on the Agreement or on the given Statement, you authorize us to undertake all the necessary actions in target of protecting your interests related to arranged case (except different wasn't arranged in Agreement or you give us other different instructions). Volume of authority for every case that you hire our office will be precise in Agreement and it can be detailed if necessary later.

We don't take any responsibility if we don't give advise or legal opinion to you or your authorized representative, related to any question which wasn't included in your instructions.

Service given by the office C&P is provided in accordance with the best understanding of legal system and legal status of that question, and is harmonized with local laws and statutory acts and with relevant court practice.

## **Fees**

Our fees are usually based on quantity of spent time working on your case, multiplied with standard schedule. Spent time includes: held meetings with you and on your request, reconsidering, preparation and work on documents, written communication and making phone calls. The list isn't final. Schedules are calculated in euros, in dinars in average exchange rate of the National Bank of Serbia at the day of payment. For foreign clients it can be calculated in their local valute. Amount of the schedules will be defined at the consultations and also in the Agreement. If your instructions order our overtime (when a work at night and weekends isn't conditioned by objective circumstances), we reserve the right to increase the amount of schedules. Schedules are regulary harmonized in the beginning of every calendar year so they are subject to change in that period. Evaluation for amount of fees are given only as landmark in what framework will be final sum. In cases where fixed payment is arranged, we shall not ask for additional costs except when a main case requires investmensts in the following actions for it's realization. All that in order with your consent and agreement.

In some situations, when a nature of work requires that, we will ask for payment of fees in advance. In case when the amount of fees and costs isn't payed completely or isn't payed at all, we will have the right to stop all the actions on the case, to hold documents which are your property or which you gave us in purpose of realization of your business aims and the right to calculate interest on overdue payments begining from the end of settled date for a payment.

## **Internal translation services**

C&P can also provide you service for translating documents in english and from english, as in and from french language. Our partners are specialized in translations in matters of law and other necessary areas and they are responsible for the quality of translation with their seal.

In case that translation needs to be done in another office we will be glad to help you in realization, but then we don't take any responsibility for it's quality.

## **Costs**

Agency Agreement includes your authorization to bear a costs and expenditure in aim to finish settled work. In due to that we are authorized to ask for compensation of costs to which we were exposed in your name and in special occasions we can require it's payment in advance. In costs are included: court fees, administrative fees, services of post office, services for engagement of experts, fees for research and registering, and ofcourse with your previous permission. This list of costs isn't final.

## **Invoices**

Invoices will be delivered monthly or as arranged in Agreement. Invoices will include specifications of finished work including precise dates and description of finished work. Amounts will be pointed in euros in dinars on average exchange rate of the National Bank of Serbia on the date of invoicing. And if we agree different it will be in accordance of your wishes. Amounts due for payment within 15 days from the date when invoice is issued, except the written Agreement says different.

## **Disputes**

Regardless of outcome a dispute, you will always be responsible for paying our invoices. Regardless that the other party who lost the case haven't payed you in complete or haven't payed you at all costs, or it had a free legal representation so you can't charge your costs, also from any other reason that the other party doesn't comply with the order to compensate you, you will always have the responsibility to pay us a total amount of arranged fee.

On your wish, we are ready to consider a possibility of insurance which would cover for our costs.

## **Cessation of cooperation**

Any contract party (as you as a client, as C&P) can ask for end of cooperation and revoking an Agreement. We always assume that we will finish every case except when it's realization isn't in your best interest or you fail to pay any of invoices (amounts), or if there is a conflict of interest or you fail to complete our orders related to costs and fees etc. Any reason for revoking an Agreement will be strictly reconsidered by our side, so you will be obligated to compensate costs which occurred by that moment in any case.

## **Confidentiality and archiving of documents**

Every information shared with us in conversation between us, or thru your written documents, also any documents which you entrust us, stays strictly confidential matter and as like that shall be kept in every moment, except you give us an order to publish them or we are obligated by the law to publish them. After completing payment of the whole amount, we are obligated to give you back all the documents which we provided in your behalf. As in accordance of business terms of the office, copies of mentioned documents, working documents and every written communication between you and C&P stays in archive of C&P.

### **Problems and remarks**

In case of any doubts and questions about these Terms, feel free to contact us for any necessary information. Although it is very important to share with us all doubts and remarks promptly, so we shall reconsider them and answer your demands as soon as possible.

### **Professional liability insurance**

C&P limits its liability to you in respect of any claim on the amount of coverage under our professional liability insurance applicable at that time (EUR 20,000.00).

Procedure for determining our responsibility to you regarding any claims, you can initiate in period of 1 year from the day when contentious action was made and for what you consider it is reason of our responsibility. After the expiration of that period, every our responsibility stops.

### **Integrity of the Agreement**

In case of any conflict between Terms and Agreement, Agreement shall be relevant.

### **Modifications and amendments**

Terms can be changed and we are obligated to deliver you written notice.

