

TERMS OF ENGAGEMENT

(as last amended Jan 1st, 2025)

1. General

- 1.1. The [Legal Notice](#) applies to this Terms of Engagement (hereinafter referred to as "TE"). Please read it in conjunction with it. The definitions from the [Legal Notice](#) will be referred to in this document accordingly.

2. Establishing Cooperation

- 2.1. These TE constitute the general terms under which BOPA provides legal assistance to natural persons and legal entities (hereinafter: "Client" or "you" or similar by meaning). BOPA provides legal assistance under the laws of the Republic of Serbia (hereinafter: "Legal Assistance"). If a Client expresses interest and requests Legal Assistance from BOPA, the Client shall be referred to the respective person who will serve as the main contact for the duration of the Client's cooperation with BOPA (hereinafter: "BOPA Partner"). The Client shall provide the BOPA Partner with all the information BOPA needs to determine the type and scope of the Legal Assistance required.
- 2.2. The BOPA Partner will then prepare a proposal to establish cooperation between BOPA and the Client based on the provided 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 who is included in the correspondence between BOPA and the Client is entitled to accept and approve the Proposal (hereinafter: "Client's Representative"). There may be several exchanges of Proposals until both BOPA and the Client agree on mutually acceptable terms for cooperation. If the Client's Representative and BOPA Partner agree on the Proposal in writing, including via email exchange, it will be considered that an agreement for the engagement of BOPA to provide Legal Assistance has been concluded (hereinafter: "Engagement Agreement"), effective immediately unless otherwise specified in the Engagement Agreement.
- 2.3. The Engagement Agreement must be in writing (including via email correspondence). It must be concluded on behalf of BOPA by the Managing Partner (unless the Client has instructed another Lawyer) and on behalf of the Client by the person who is related to or appointed by the Client. BOPA does not have the obligation to check the capacity and the authority of such person before the Client and shall consider they have all authorities required to enter into the Engagement Agreement.
- 2.4. If BOPA and the Client agree to a new engagement after concluding the initial Engagement Agreement, this will not terminate the existing engagement, which will continue to be in force unless the new Engagement Agreement specifically terminates the old engagement, or if it regulates the same scope of services to be provided by BOPA for a different matter. These TE and the [Limitation of Liability](#) shall be an integral part of the Engagement Agreement, regardless of its form, and shall apply whenever BOPA provides Legal Assistance, unless differently agreed in the Engagement Agreement.

3. Teams

- 3.1. The BOPA team is composed of Lawyers specialized in the legal areas in which the Client requires Legal Assistance. Since the Client may require Legal Assistance in various areas of law during their cooperation with BOPA, the BOPA team will generally be formed for each individual matter. Lawyers are assigned to the BOPA team based on their experience and expertise in the specific area of the required Legal Assistance, considering the timeframe for the required Legal Assistance. Depending on the complexity, the BOPA team may also consist of a single Lawyer.
- 3.2. Given that certain areas of law are inherently complex, and subject to constant changes, which include various sub-areas requiring different expertise, members of the appointed BOPA team may consult other Lawyers during their work.
- 3.3. When executing the Engagement Agreement or providing instructions for a specific assignment, the Client may specify the individuals from the Client's organization who 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 a member of the Client's Team, giving instructions for a specific assignment, specifies that certain members should not be included in the correspondence for that assignment. If the Client's Team consists of several individuals, BOPA will act in accordance with instructions given by any of those individuals, unless the Client specifically designates that instructions must come from certain member(s) of the Client's Team. If the Client has 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 designated persons to confirm that BOPA may provide Legal Services based on instructions from that third party. After receiving such confirmation, the individual will be considered a member of the Client's Team. If the Client wishes to change a member of the Client's Team, the Client must notify the responsible Lawyer, or a person designated by the BOPA Partner 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.

4. Non-legal services and third-party providers

- 4.1. BOPA does not provide advice on business, financial, taxation, accounting, or any other non-legal issues. BOPA does not advise on any other law apart from the laws of the Republic of Serbia. BOPA does not provide official expert translation services.
- 4.2. However, BOPA may at the request of the Client engage third party providers on behalf of the Client. In that case, BOPA shall not take responsibility for their work even if they are engaged by BOPA as subcontractors.
- 4.3. In case of independent member law firms of Adriala, each independent member law firm of Adriala shall be responsible for the advice given under their own law and BOPA shall not take responsibility for their work even in cases BOPA engages them as subcontractors and assists the Client to streamline approach with different jurisdictions where Adriala member law firms operate. Same is mutatis mutandis applicable for any other third party provider.

5. Fees and Costs

- 5.1. Generally, the fee is based on the time spent on the 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 time spent on the Client's matter, BOPA will include meetings with the Client, any time spent traveling, research, preparing and working on documents, correspondence, and making or receiving phone calls.

- 5.2. In some cases, a fixed fee may be agreed in advance, which will be paid regardless of the time spent on the work (hereinafter: "Retainer"), or Hourly Rates with a maximum amount to be paid, regardless of time spent (hereinafter: "CAP"). If a fee estimate is provided without agreeing on a Retainer or a CAP, it is given solely as a guide to assist the Client with calculations and shall not be considered an agreement for a Retainer or CAP. The CAP or the Retainer must be explicitly stated in the Engagement Agreement and cannot be set orally.

6. Outcomes

- 6.1. BOPA does not make promises regarding specific results of the Legal Assistance provided or the outcome of a legal proceeding in which it represents the Client. Therefore, BOPA is entitled to the fee for the Legal Assistance even if the intended business or other goal is not achieved. However, in certain cases, it can be explicitly agreed in the Engagement Agreement that BOPA's fee is contingent upon achieving specific results.

7. Invoices

- 7.1. Unless otherwise agreed in writing, BOPA's rates (Hourly Rates, CAPs, Retainers, or other agreed fee structures) are always expressed in EUR or USD and payable in accordance with applicable laws in the Republic of Serbia, as per applicable legislation.
- 7.2. By instructing BOPA to act on the Client's behalf, the Client authorizes BOPA to incur expenses that BOPA deems necessary for the work. The Client will reimburse BOPA for expenses and disbursements as and when they are incurred. BOPA may request that the Client pay for such expenses in advance. These expenses may include court fees, translation fees for Translation Services, administrative fees, fees of third parties engaged by BOPA with the Client's permission, search and registration fees, courier expenses, and travel/accommodation expenses for matters directly related to the subject work. BOPA charges for all expenses based on actual costs. All costs will be clearly specified in invoices issued to the Client.
- 7.3. All fees and costs are quoted excluding VAT, which will be charged at the rate prescribed by the laws of the Republic of Serbia (if applicable) and listed separately in the invoice.
- 7.4. As a general rule, BOPA will provide invoices for Legal Assistance monthly, usually by the 10th day of the month for services provided in the previous month. BOPA and the Client may agree on a different invoicing schedule. BOPA is also entitled to issue invoices immediately after providing Legal Assistance. In some cases, BOPA may require the Client to pay part of or all the fee in advance, before Legal Assistance is provided as advance payment based on advanced invoice.
- 7.5. Invoices will specify the work done, including dates, names of fee earners, and descriptions of the work. Invoices will be in EUR or USD unless mandatory foreign exchange regulations in Serbia

require them to be in Serbian dinars (RSD). If an invoice is issued in RSD, BOPA will apply the exchange rate between RSD and respective currency in effect on the invoice issue date, as per the selling exchange rate of Unicredit Bank Srbija a.d. Belgrade. Invoices are payable in the nominated currency, generally to BOPA's bank account as specified in the invoice.

- 7.6. The payment deadline is 8 days from the invoice issue date unless agreed otherwise between BOPA and the Client. If a different payment period is specified on the invoice, that period will apply. If payment is not received by the due date, BOPA reserves the right to charge statutory default interest. If the amount is invoiced in RSD and there is a decline in the exchange rate between RSD and respective currency exceeding 5% from the date of the invoice to the payment date, BOPA may charge the Client for the difference. If payments are overdue, BOPA may suspend work until all outstanding debts are paid.
- 7.7. If a Client requests that an invoice be re-issued to another entity, BOPA may refuse or accept that request. If accepted, the Client must provide all necessary documents for BOPA to reclaim any VAT if applicable. The Client remains liable for payment until all sums owed to BOPA are settled.
- 7.8. Invoices will be signed and stamped by the Managing Partner, including their billing details unless another Lawyer is engaged.
- 7.9. The above may be changed by Engagement Agreement subject to applicable laws of the Republic of Serbia.

8. Termination of Legal Assistance

- 8.1. Both the Client and BOPA may terminate cooperation at any time. In case of termination, the notice period is 30 days. During this time, BOPA must continue to provide Legal Assistance for issues that cannot be delayed and present any original documents the Client requests. The Client must also pay all outstanding invoices and any new invoices for Legal Assistance provided during the notice period.

9. Miscellaneous

- 9.1. The relationship between BOPA and the Client regarding the provision of Legal Assistance shall be governed by the laws of the Republic of Serbia, excluding its conflict of laws rules.
- 9.2. These TE shall be construed in accordance with the laws of the Republic of Serbia.
- 9.3. Any disputes arising between BOPA and the Client in relation to the provision of Legal Services shall be resolved by the Commercial Court in Belgrade, Republic of Serbia.
- 9.4. Unless otherwise specified in the Engagement Agreement, the Client acknowledges familiarity with the Policies available at www.bopa.rs, accepts them, and has no objections.

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

9.6. The invalidity of any provision of these TE does not affect the remaining provisions, which shall remain in effect.

9.7. These TE, the Engagement Agreement, and any other correspondence between BOPA and the Client constitute the full terms agreed upon for the work BOPA is to undertake. In case of any conflict between these TE and the Engagement Agreement, the Engagement Agreement shall prevail. Changes to these TE can only be made consensually in writing, including email correspondence.

9.8. These TE may be amended, and it is the Client's responsibility to monitor future changes. New changes do not affect the terms of previous engagements.

9.9. These TE shall apply starting from Jan 1, 2025.