

The background of the entire page is a photograph of three large, light-colored concrete blocks stacked vertically on a light-colored tiled floor. The wall behind them is a textured, greyish concrete. The lighting is soft, creating subtle shadows.

JPM

JANKOVIĆ POPOVIĆ MITIĆ

# TERMS OF BUSINESS

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# I INTRODUCTION

## GENERAL TERMS OF BUSINESS

**1.1** These general terms of business (“General Terms”) constitute the general terms under which the Janković, Popović & Mitić Law Firm and its attorneys at law (“JPM”) provide legal assistance to local and foreign natural and legal entities (“Clients” or “you”), in compliance with the Legal Profession Act (Official Gazette of FRY, no. 24/98, 69/00 (FCC), 11/02, 72/02, changed law (FCC)), and undertake other actions agreed upon between JPM and Clients (“Legal Assistance”).

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**1.2** These General Terms shall be applied whenever JPM provides Legal Assistance to Clients, whether JPM and the Client have signed an Engagement Letter as under point 2.5 of these General Terms, or the Legal Assistance is provided without signing an Engagement Letter, as under point 2.9 of these General Terms.

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**1.3** JPM is oriented towards establishing successful, long-term and quality cooperation with Clients, which requires providing Clients with the highest possible quality of Legal Assistance, meeting Clients’ needs on time, and taking an innovative approach to solving problems in order to achieve a high level of Client confidence in the legal assistance provided by JPM, such that legal and natural entities that once become JPM Clients tend to remain JPM Clients for a long time to come.

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**1.4** JPM has a number of departments within which JPM attorneys develop detailed expert knowledge of various areas of the law, each of which specializes in a separate sub-area or even segment of a sub-area of practice. JPM always makes sure that Legal Assistance is provided by those JPM attorneys with the knowledge required to meet the standards as under point 1.3 of these General Terms.

## II ESTABLISHING COOPERATION



### GENERAL TERMS OF BUSINESS

To achieving the desired quality of Legal Assistance, JPM has prepared these General Terms defining the basic elements of cooperation between you and JPM, as follows:

#### **FIRST CONTACT**

**2.1** As a rule, the first contact is initiated by you. Whether the first contact is by phone or by e-mail, you will be referred to the person who will most probably remain your JPM Contact, should cooperation between you and JPM be agreed on. This person will ask you for all the information JPM needs to determine the type and volume of the Legal Assistance you require, and to prepare a proposal for establishing cooperation based on the given information. This proposal will be sent to you in writing, generally by e-mail.

**2.2** Your acceptance of the proposal from the previous point of these General Terms also has to be in writing, and generally also requires that you sign an Engagement Letter as under point 2.5 hereof. Exemptions from the obligation of signing an Engagement Letter, and the moment which will be taken as the moment of accepting the proposal in those cases, are regulated by point 2.9 hereof. The proposal cannot be accepted orally, and JPM will not start providing Legal Assistance until it receives written acceptance of the proposal.

**2.3** If you were given the name of one of the JPM attorneys as a contact, and contact this person directly, he/she will also ask you for all the necessary information as under points 2.1 and 2.2 of these General Terms, and the proposal will be prepared and sent to you either by that person, or by another person who will thereafter be your JPM Contact.

**2.4** One of the confirmations of successful cooperation with Clients is the fact that current Clients recommend JPM to new Clients. Therefore if you were referred to JPM by one of our Clients, please point this out to us when you first contact JPM. If you heard of JPM some other way, please let us know how.



## GENERAL TERMS OF BUSINESS

**ENGAGEMENT LETTER**

**2.5** In order to become a JPM Client, you need to sign an Engagement Letter with JPM. The Engagement Letter defines the bases of the cooperation between you and JPM, such as the scope of JPM's engagement (the areas of the law that JPM will provide Legal Assistance in and/or the nature of your specific need for legal assistance), your JPM Contact, your Client Team if you choose to specify one, the hourly rate at which JPM will charge the provided Legal Assistance or some other arrangement regarding JPM's fee. The Engagement Letter can also define other elements of cooperation, as needed. The Engagement Letter shall be considered concluded as of the day when JPM receives the Engagement Letter signed by you.

**2.6** Once we sign an Engagement Letter the provisions of these General Terms and the signed Engagement Letter will be applied to every specific case of providing Legal Assistance, and the terms of the Engagement Letter will be in force until it is changed in accordance with point 2.7 of these General Terms, or until the conclusion of our cooperation.

**2.7** If the elements of the cooperation between you and JPM need to be changed, a new Engagement Letter will be signed and will come into force the following day after JPM receives the new Engagement Letter signed by you.

**2.8** For specific tasks we can sign a separate Engagement Letter defining our cooperation with regard to that specific task, which will be applicable only to said task, while the general Engagement Letter existing between us will be applied to any other potential instructions given by you after signing the separate Engagement Letter.

**2.9** In the case under point 2.8 hereof, as well as in all cases in which this is explicitly pointed out to you by your JPM Contact, instead of signing an Engagement Letter we can also regulate our relationship by a simple exchange of e-mails in which we will define all the elements of cooperation. In that case the cooperation will be deemed established as of the day when JPM receives your e-mail confirming your agreement with the elements of cooperation. In such cases all matters not defined in the e-mail exchange will be governed by these General Terms.



## II ESTABLISHING COOPERATION



### GENERAL TERMS OF BUSINESS

#### **JPM CONTACT**

**2.10** If you accept the offer, based on the information on the nature of your requirements for Legal Assistance JPM will designate a Partner (“JPM Contact”) who will be your main contact for the duration of your cooperation with JPM. Your JPM Contact will be in charge of receiving your every individual Legal Assistance order, forming the JPM Team for each assignment, supervising the JPM Team, and resolving any and all issues that may arise between you and JPM during the mutual cooperation.



**2.11** Your JPM Contact will be at your disposal to answer all your requests for JPM Legal Assistance and any other questions that you may have regarding your cooperation with JPM.



**2.12** Your JPM Contact will also be in charge of receiving notifications on changes relevant to our mutual cooperation, including but not limited to names and surnames of your main contacts or your business name, address, telephone or fax numbers or e-mail address. If you fail to notify us on time of changes relevant to our mutual cooperation, we will not be responsible for any losses that you may suffer due to such failure to notify us of changes.



## GENERAL TERMS OF BUSINESS

**JPM TEAM**

**2.13** The JPM Team is made up of JPM attorneys specialized in the area of the law in which you require Legal assistance. As you may require Legal Assistance in various areas of the law during your cooperation with JPM, a JPM Team will, as a rule, be formed for your every individual Legal Assistance order. After necessary consultations with you, your JPM Contact will designate the JPM attorneys that will make up the JPM Team. JPM attorneys are appointed to a JPM Team based on their experience and competence in the specific area of Legal Assistance you require, taking into account the timeframe for the required Legal Assistance, so that JPM can be sure to appoint those JPM attorneys that will be able to provide you with Legal Assistance of the necessary quality and within the necessary timeframe, given their commitments to other Clients. Another determining factor will be which attorneys made up the JPM Team that cooperated with you previously, so that the same attorneys will be appointed whenever possible, considering their familiarity with your way of operating, your business situation and the customary legal issues you are addressing us with.

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**2.14** Depending on the complexity of the assignment, the JPM Team may also be made up of a single attorney. In more complicated cases, which require competence in various areas of the law, the JPM Team will be made up of as many attorneys as your JPM Contact, in agreement with you, deems necessary and, given the circumstances of the case, appropriate.

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**2.15** Considering that certain areas of the law are in themselves complex, and that their changes are constant and dynamic, and include various sub-areas in which different JPM attorneys are equipped with the necessary expertise, members of the JPM Team can consult other JPM attorneys during their work, if they deem this to be necessary and beneficial to you, and when this enables the JPM Team to provide the highest quality Legal Assistance within the expense frame agreed with or acceptable to you.

**CLIENT'S TEAM**

**2.16** When executing the Engagement Letter or giving instructions for a specific assignment, you can specify the persons from your organization that will be included in the cooperation between you and JPM ("Client's Team"). If you have specified a Client's Team, JPM will include all the members of your 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, JPM will act in accordance with instructions given by any of those persons, unless you specifically point out that instructions need to be given by several or by all members of the Client's Team.

**2.17** If you specified a Client's Team in the Engagement Letter, when receiving the first instruction from a person who is not a member of the Client's Team, JPM will ask one of the persons designated in the Engagement Letter as members of the Client's Team to confirm that JPM may provide Legal Assistance based on instructions from that third person. After receiving such confirmation, that person shall be considered a member of the Client's Team.

**2.18** If you wish to change a member of your Client's Team, you need to notify your JPM Contact of this decision in writing. From the moment of receiving notification from your JPM Contact, JPM will no longer accept instructions from a removed member of the Client's Team.

**2.19** If you have not specified a Client's Team, JPM will accept instructions from any member of your business organization.





## II ESTABLISHING COOPERATION

### GENERAL TERMS OF BUSINESS

#### **PREVENTING MONEY LAUNDERING**

**2.20** Attorneys at law are obligated by the Law on Preventing Money Laundering and Financing Terrorism to undertake measures and actions towards prevention of money laundering and financing terrorism when providing assistance in planning or undertaking transactions for a Client relating to (i) buying or selling real estate or commercial companies, (ii) managing the Client's property, (iii) opening or disposing with a bank account, (iv) collecting funds necessary for founding, operating and managing commercial companies, (v) founding, operating or managing a foreign legal entity, as well as when undertaking financial transactions or real estate-related transactions in the name and on behalf of a Client.

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**2.21** With the above in mind, if we know or have reason to suspect that you or any other person related to your business organization is dealing in money laundering or financing terrorism, we will be obligated to act in compliance with the Law on Preventing Money Laundering and Financing Terrorism. Failure to act in compliance with said law constitutes a criminal act.

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**2.22** The following is considered to be money laundering: (i) conversion or transfer of property acquired through committing a criminal act, (ii) concealing or inaccurate presentation of the true nature, origin, location, movement, disposal, ownership or rights relating to property acquired through committing a criminal act, and (iii) acquiring, holding or using property acquired through committing a criminal act.

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**2.23** The following is considered to be financing terrorism: providing or collecting property or attempting to provide or collect property with the intent that it be used or knowledge that it could be used, in part or in full: (i) to commit an act of terrorism, (ii) by terrorists, or (iii) by terrorist organizations.

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**2.24** For the reasons listed in points 2.20 to 2.23 of these General Terms, JPM cannot enter talks or negotiations or provide Legal Assistance relating to any matter with characteristics of the actions described under 2.20 to 2.23 of these General Terms.

## III COOPERATION

### SCOPE OF JPM ENGAGEMENT

**3.1** The scope of JPM engagement is determined by the Engagement Letter. Within the defined scope of engagement, each specific engagement and scope thereof is defined by the instructions received from you. JPM can also provide Legal Assistance exceeding the agreed scope of engagement, if so requested by instructions received from you, and so accepted by JPM. The scope of engagement as per the aforesaid is expanded without signing a new Engagement Letter, unless otherwise requested by you or by us. Without received instructions JPM will not expand the scope of engagement agreed on in the Engagement Letter.

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**3.2** Moreover, JPM provides you with Legal Assistance in matters you wish to accomplish, but, although we will take all necessary measures in providing the Legal Assistance to make sure you accomplish your intents legally, taking into account your business and financial goals, JPM does not give advice regarding the financial, accounting or business effects of what you are looking to achieve.

**CLIENT'S INSTRUCTIONS**

**3.3** In giving instructions to JPM you are defining your requirements regarding the type and scope of Legal Assistance for the specific assignment. Instructions are provided in writing, as a rule. If we receive oral instructions, your JPM Contact or member of the JPM Team will send you an e-mail containing the instructions as we understood them and a request for written confirmation thereof.

**3.4** The instructions given must be complete, i.e. must contain all information JPM needs to provide the Legal Assistance; more precisely, the data contained in the instructions must be true and on time, leaving enough time to provide the Legal Assistance within the given deadlines, whether set by you or by a specific regulation, administrative or court order or the like. Therefore JPM cannot be held responsible if the instructions were not complete, true and on time.

**3.5** If your instructions were not sent on time, JPM can work overtime to provide the Legal Assistance. In such case JPM is entitled to increased hourly rates for such overtime work, even if such increased rates were not defined in the Engagement Letter.

**3.6** JPM can keep you informed of enactment of new regulations, deadlines for completing certain actions and provide similar information that we believe you should be notified of. However, such notifications are not an obligation of JPM, and JPM will take no further action towards providing Legal Assistance regarding the sent notifications without receiving instructions to this effect from you.

**3.7** When the Engagement Letter specifies that JPM will provide Legal Assistance to all companies in your group, and when it specifies that invoices, in compliance with point 3.31 of these General Terms, can be issued to other entities as well, JPM will consider the Client to be that legal entity which sent us the initial instruction regarding the specific assignment. In such case JPM will be liable only to that legal entity and not to the other members of your group as well, or to the other entities that the invoice can be issued to, unless otherwise agreed between us in writing.



### **COMMUNICATION BETWEEN JPM AND CLIENTS**

**3.8** As a rule, JPM communicates with Clients by e-mail, so the communication between you and members of the JPM Team or your JPM Contact will primarily be conducted in this manner. Given the advantages of e-mail communication over communication by telephone, in the context of a written trail of what was discussed, it is in your interest to confirm the content of each telephone conversation with JPM by a subsequent e-mail. JPM will strive to initiate such e-mail confirmation of oral conversations, but is not undertaking any obligation in this regard, especially regarding urgent instructions, so the risk of proper understanding of your oral instructions which have not been confirmed in writing will be borne by you.

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**3.9** Because of its very nature, all e-mail communication is subject to potential interception by third parties. For its part, JPM takes all necessary precautions to protect its communication from such interceptions. However, JPM cannot accept responsibility in case information conveyed to you by e-mail is changed due to interception of e-mail communications. Moreover, JPM cannot accept responsibility for non-delivery or late delivery of e-mails sent by JPM.

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**3.10** Apart from protecting communication from interception, JPM regularly checks its servers for viruses and similar software, and also regularly maintains firewalls on its systems. Despite these precautions, however, we advise you to use your own anti-virus programs for checking electronic communication (e-mail, disks, internet and the like). Therefore JPM cannot accept responsibility for any virus or similar software that could infect your system through electronic communication with us.



### KEEPING DOCUMENTS

**3.11** JPM keeps a hard copy of documents generated in the course of providing specific Legal Assistance, including draft documents, letters and so forth, in its business premises. As a rule, e-mails are kept only in electronic form; however material e-mails can be an exception from that rule. Documents generated with regard to providing specific Legal Assistance may be destroyed after 5 years from the date of their receipt by us. Documents in e-form generated with regard to specific Legal Assistance may be destroyed after 3 years from the date of their receipt by us.

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**3.12** If you request that we hand over the original documents, or any regulation requires that such documents be kept by you, JPM will retain copies of such documents, and hand the originals over to you against a signed handover receipt containing clear designation of the specific document we are releasing to you. If you require us to keep documents relating to the providing of specific Legal Assistance, in hard copy or in e-form, beyond the period of time under point 3.11, JPM may offer you physical and digital archiving of such documents, at your expense. Such archiving can be internal archiving by JPM, or archiving with an independent third party professionally dealing in the archiving of documents.

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**3.13** JPM keeps the documents under point 3.11 of these General Terms even after you stop being our Client. If you would like us to destroy all documents generated during your cooperation with JPM after such cooperation has ceased, JPM is obligated to do so only if it receives a properly signed statement from you to the effect that you are waiving any and all claims against JPM relating to the providing of Legal Assistance during our cooperation.



### **CONFIDENTIAL INFORMATION**

**3.14** JPM is obligated to treat all information received from you as confidential. This obligation does not apply to situations where it is in your best interest to convey information to a court of law or a competent authority, where we receive instructions from you permitting us to disclose the information, and where we are obligated to disclose the information by law or a court or government authority order.



**3.15** The confidentiality obligation does also not apply to JPM's right to publish the general information that it is providing Legal Assistance to you on its website and in its marketing brochures and similar documents, without divulging details of such provided Legal Assistance.



## GENERAL TERMS OF BUSINESS

**CONFLICTS**

**3.16** During our cooperation JPM could find itself in the position of simultaneously providing Legal Assistance to another client whose interests are contrary to yours. In cases when such situations fall under the term of conflict of interest, JPM will resolve such conflicts as prescribed by the Legal Profession Act and other acts governing the legal profession, and in agreement with you. If possible and necessary, in such cases JPM may refer you to other attorneys it believes could provide you with legal assistance in the matter at hand.

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**3.17** In cases where such situations do not fall under the term of conflict of interest, by establishing cooperation with JPM you are acknowledging and agreeing that JPM may provide Legal Assistance to other Clients in matters in which they could have interests contrary to yours, and that you will not claim that the fact that we are providing Legal Assistance to you is preventing us from providing Legal Assistance to other Clients in such matters.

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**3.18** Whenever JPM provides Legal Assistance to other Clients in matters in which they could have interests contrary to yours, JPM will make sure that no member of your JPM Team is also a member of the JPM Team of such Client with interests contrary to yours. Moreover, in all such cases JPM will make sure that the members of two or more JPM Teams do not communicate regarding the Legal Assistance that they are providing to you and to the Client with interests contrary to yours, and that no confidential information about you, if any, is in any manner disclosed to such other Client.

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**3.19** You are entitled to seek an independent legal opinion on the legal consequences of agreeing to points 3.16 to 3.18 of these General Terms.



### **MISUNDERSTANDINGS BETWEEN JPM AND THE CLIENT**

**3.20** Your JPM Contact will be in charge of resolving all misunderstandings that could arise between you and JPM during our cooperation and the providing of Legal Assistance.



**3.21** If you have any objections to the work of a member of the JPM Team, your JPM Contact can replace that team member, and take other measures specified by internal JPM procedures for resolving such situations.



**3.22** If you have any objections to the fee charged by JPM for providing the Legal Assistance, JPM may accept such objections if they are visibly justified. However, it is your responsibility to stress to JPM that your budget for a specific assignment is limited, by requesting, in compliance with point 3.25 of these General Rules, that we specify a fixed or capped sum which JPM will charge you for the provided Legal Assistance. JPM cannot accept objections arising from your failure to act in compliance with said point of these General Rules





## FEES AND CHARGES

**3.23** The fee for providing Legal Assistance which JPM is entitled to charge you is calculated on the basis of the actual time that JPM attorneys spend on the Legal Assistance you requested, multiplied by the hourly rate at which JPM is charging such Legal Assistance. The hourly rate is defined by the Engagement Letter and expressed in EUR for one hour of providing Legal Assistance. This hourly rate is applied to the Legal Assistance provided against every instruction you give JPM during our cooperation.

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**3.24** When we sign a separate Engagement Letter in compliance with point 2.8 of these General Terms, the task specified in the Engagement Letter will be charged at the hourly rate defined in such separate Engagement Letter.

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**3.25** For individual assignments we may, as an exception, agree on special hourly rates or a fixed or capped sum which JPM will charge you for the Legal Assistance for this assignment. The special hourly rates or capped fee can be agreed without signing a separate Engagement Letter, by an exchange of e-mails between you and your JPM Contact. Special hourly rates or capped sums cannot be agreed on orally and no such oral agreement will be valid unless expressed in a separate Engagement Letter or in an e-mail exchange between you and your JPM Contact.

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**3.26** If the Engagement Letter or e-mail exchange contains a fixed or capped fee to be charged by JPM for provided Legal Assistance under an individual assignment, JPM will still charge you the agreed sum even if it is exceeded, unless the sum was exceeded because of changed instructions, as compared to the instructions according to which the fixed or capped fee was agreed.



## GENERAL TERMS OF BUSINESS

**3.27** JPM makes no promises regarding the specific results of provided Legal Assistance; therefore JPM is entitled to the fee for provided Legal Assistance even if you did not reach your intended goal. However, point 3.26 of these General Terms shall not apply when your intended goal was not reached, despite the provided Legal Assistance. Moreover, in such cases JPM, at its sole discretion, may choose to accept a lesser sum than the one it would otherwise be entitled to charge. When the fee that JPM is entitled to charge you depends on the achieved results, we shall define a minimum sum which JPM shall be entitled to in such case. If the desired results are not achieved, JPM will charge such minimum sum. Moreover, in these cases JPM shall still retain the right to charge less than the defined minimum sum, at its sole discretion.

**3.28** Apart from the fee for Legal Assistance, JPM also charges the expenses it incurs relating to such Legal Assistance, for administrative and other duties and charges paid to the competent authorities, for travel expenses, sworn translators, telephone, delivery and postal fees, engaging third parties, in the context of point 2.15 of these General Terms, and all other expenses that could arise with regard to providing Legal Assistance under each individual assignment. The manner in which the expenses will be calculated is defined in the Engagement Letter, and the expenses can be calculated on the basis of actual expenses or as a percentage of the fee for the Legal Assistance. When providing the Legal Assistance is expected to incur significant expenses, JPM can request that you pay such expenses in advance. In that case JPM will not start providing the Legal Assistance until the advance payment is received, so kindly bear timely payment of the advance in mind so that the Legal Assistance may be provided within the agreed timeframe.

**3.29** JPM also employs sworn translators for English and for German. When a regular or a certified translation from Serbian into one of these two languages or from one of these two languages into Serbian needs to be provided within the Legal Assistance, JPM will charge such translation services at the rate which you can find out from your JPM Contact at any time. When a regular or a certified translation from or into a language other than English or German needs to be provided in the course of the Legal Assistance, JPM will charge such translation services at the rate charged to us by third-party translators or translation agencies.

**3.30** JPM is recorded in the VAT register. If we need to charge VAT on the provided Legal Assistance in compliance with the regulations governing VAT, your invoice will separately list the fee for the Legal Assistance, the expenses incurred relating to the Legal Assistance, and the amount of the VAT charged on said sums.



## GENERAL TERMS OF BUSINESS

**3.31** JPM invoices its legal services to the legal or natural entity with which/whom it has signed an Engagement Letter. If you want the invoice to be issued to another legal entity, this needs to be pointed out in the Engagement Letter. Invoicing entities not named in the Engagement Letter is not possible. Moreover, as a rule, changing the entity to which the invoice was issued is also not possible. Any exception to this rule must be approved by your JPM Contact and in this case JPM is entitled to also charge you through expenses the VAT it calculated and paid in the Republic of Serbia based reissuing an invoice to another entity. This rule is also applied when you are the legal or other advisor and when JPM provides legal services to your client through you.

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**3.32** JPM generally issues invoices once a month for the Legal Assistance provided during the previous month. Exceptionally, you can agree with your JPM Contact to receive invoices before the Legal Assistance is provided, or after it has been completed with regard to a specific assignment. The deadline for paying the invoices is 8 days, unless agreed otherwise between us. If the invoice itself specifies a different payment period, the deadline specified on the invoice will apply. If we do not receive the invoiced amount by the specified deadline, we retain the right to charge you default interest.

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**3.33** Furthermore, if you have not paid your invoice 30 days from the date of issuance, we reserve the right to stop providing Legal Assistance until all outstanding amounts have been paid, and to request a specific extra sum as advance payment against future Legal Assistance. Our decision to stop providing Legal Assistance until payment of all outstanding amounts in full does not constitute waiver of the right to charge just the Legal Assistance up to the date of the decision to stop providing Legal Assistance, nor does it signify waiving the right to take other actions towards collecting our receivables.

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**3.34** As a rule, payment of JPM fees are made to its bank account, specified in the invoice issued to you. Cash payment is possible only in exceptional cases and with the approval of your JPM Contact.

## IV TERMINATION OF COOPERATION

**4.1** Both you and we are free to terminate our cooperation at any time. The Legal Profession Act specifies the cases in which JPM must refuse to provide Legal Assistance. Refusal to provide Legal Assistance in an individual matter, due to provisions of the Legal Profession Act, does not mean termination of overall cooperation.

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**4.2** In case of termination of cooperation the notice period is 30 days, during which period JPM must provide you with Legal Assistance regarding issues that may not be delayed, and present all original documents that you request we hand over to you, and you have to pay all your unsettled JPM invoices, and the invoice for the Legal Assistance provided by JPM during the notice period.

## V APPLICABLE LAW AND JURISDICTION

### GENERAL TERMS OF BUSINESS

**5.1** Our cooperation, our Legal Assistance, the Engagement Letter and these General Terms are governed by the laws of the Republic of Serbia, without giving effect to the provisions of international private law governing conflict of law rules.

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**5.2** We will attempt to find amicable solutions for any and all disputes arising between JPM and a client - domestic legal entity relating to our cooperation, and failing such amicable solution, the dispute will be settled by the arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (Belgrade Rules).

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**5.3** We will attempt to find amicable solutions for any and all disputes arising between JPM and a client - foreign legal entity relating to our cooperation, and failing such amicable solution, the dispute will be finally settled by the arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (Belgrade Rules).

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**5.4** We will attempt to find amicable solutions for any and all disputes arising between JPM and a client - natural entity relating to our cooperation, and failing such amicable solution, the dispute will be finally settled by the arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (Belgrade Rules).



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