



LEGAL SERVICES GENERAL TERMS AND CONDITIONS

Zagreb, 15 May 2021

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2. TERMS

Attorney – Štefan Štefanek, mag. iur. univ. spec. iur., Zagreb, Ilica 191d, OIB: 95418033323, registered with the Croatian Bar Association, No. 542/2003; Register of Professional Industrial Property Representatives of the State Intellectual Property Office of the Republic of Croatia No. ZA2004103; Register of Professional Representatives of the European Patent Office (EPO), No. 09216070; Register of Mediators of the Ministry of Justice of the Republic of Croatia No. 265/2011; Register of Court Interpreters, President of the High Court in Zagreb, No. 4 Su-1441/2002 (last extension of appointment No. 4 Su-778/19).

General Terms – these Legal Services General Terms and Conditions.

Client – domestic or foreign natural or legal person as ordering party of ATTORNEY's services.

Domain – stefanek.hr; ATTORNEY is the holder of the Domain based on the decision on the registration of the HR-D domain within the top "hr" domain, class: 104-000 / 07-01 / 8674 of 27 June 2007 of the Croatian Academic Research Network CARNet.

Power of attorney – order of CLIENT given to ATTORNEY for representation and performance of legal actions in the name and on behalf of CLIENT.

3. APPLICATION OF GENERAL TERMS

3.1. ATTORNEY applies the General Terms in business relations with CLIENT. The General Terms are an integral part of the Power of attorney.

3.2. CLIENT accepts the use of the General Terms also by using the services or by paying the service invoice or by signing the contract for the provision of legal services.

3.3. If a special contract or agreement made between ATTORNEY and CLIENT provides different solutions from the provisions of these General Terms, the provisions of the special contract shall prevail.

3.4. The General Terms are published on ATTORNEY's Domain in Croatian and English language, and the notice on Domain is displayed on Power of attorney, invoices and other documents of ATTORNEY.

4. SERVICE TYPES AND MANNER OF PROVISION

4.1. General provisions

4.1.1. ATTORNEY performs services (legal actions) in person. ATTORNEY may be replaced by persons employed by ATTORNEY (attorney's trainees and, in the case of legal admissibility, other associates). In case of impediment, ATTORNEY may be replaced by another authorised ATTORNEY. ATTORNEY may engage other professionals to perform certain actions if this is necessary for the proper fulfilling of the service. ATTORNEY may cooperate with other attorneys, following a notification to CLIENT.

4.1.2. Legal actions are performed by ATTORNEY based on the Power of attorney issued by CLIENT.

4.1.3. ATTORNEY may also perform legal actions based on an oral order of CLIENT when possible and when he accepts such an order.

4.1.4. CLIENT instructs the ATTORNEY to take certain actions as provided for Communication with these General Terms and Conditions.

4.1.5. ATTORNEY is authorized to request instructions from CLIENT to take certain actions.



4.1.6. If CLIENT does not respond within a reasonable time to ATTORNEY's written request for instructions to take a particular action, it is considered that CLIENT has given up taking that action, and if the order from the Power of attorney depends on taking that action, it is considered that CLIENT has revoked the Power of attorney.

4.1.7. In the case referred to in the previous paragraph, if ATTORNEY deems that CLIENT has not given up taking action or has not revoked the Power of attorney, ATTORNEY may, in his opinion on whether the action is urgent or in the interest of CLIENT, take the action.

4.2. Legal advising

ATTORNEY legally advises CLIENT on the compliance of its activities with the relevant regulations. ATTORNEY gives oral and written legal opinions regarding the application of the law.

4.3. Compiling documents on legal affairs

ATTORNEY is authorized to compile documents on legal affairs, which include, inter alia: contracts, declarations of will, certificates, decisions, general acts, etc., that express the legal will, create legal relations, form rights and obligations (arise, change and termination).

4.4. Representation before courts and other institutions

ATTORNEY represents CLIENT in the Republic of Croatia, before Croatian and foreign and international institutions, before all courts and other state and public bodies and natural and other legal entities, to fulfilment or protection of CLIENT's legal interests

4.5. Separate role services

ATTORNEY may provide services to CLIENT in the capacity of an attorney, intellectual property agent, mediator or interpreter separately, when prescribed or agreed with CLIENT.

4.6. Scientific and research work

ATTORNEY gives expert legal opinions, scientific opinions, comments on regulations, explanations of legal institutes and gives expert lectures.

5. POWER OF ATTORNEY AND INSTRUCTIONS

5.1. A Power of attorney can be given as a special (specific) power of attorney for a particular legal matter or action or as a general power of attorney for representation in several identical or different legal matters. By signing the Power of attorney, CLIENT confirms that has been previously informed by ATTORNEY of the General Terms as well as with the meaning of the legal matter for which CLIENT issues the Power of attorney and agrees to the actions of ATTORNEY undertaking them.

5.2. ATTORNEY accepts the order from the Power of attorney by confirming the Power of attorney.

5.3. The issuance of a Power of attorney is also considered an order or request or instruction of CLIENT for any action of ATTORNEY given by e-mail and accepted by ATTORNEY.

5.4. If CLIENT refuses to give written instructions to ATTORNEY at the ATTORNEY'S request, the ATTORNEY is authorized to cancel the Power of attorney.

6. REVOCATION & CANCELTION OF POWER OF ATTORNEY

6.1. CLIENT may revoke the Power of attorney at any time. ATTORNEY may cancel the Power of attorney at any time, but he is obliged to inform CLIENT in advance about the legal

actions taken and to inform CLIENT of the immediate legal consequences and actions to be taken to preserve the immediate deadline or legal position of CLIENT.

6.2. The ATTORNEY is not obliged to hand over to the Party the originals of the documents in his possession until the Party fully pays the agreed fee for the work of the ATTORNEY and the costs of representation.

7. SERVICE FEE AND EXPANSES

7.1. CLIENT undertakes to pay the fee of ATTORNEY's services and expenses within the deadline specified in the offer or in the ATTORNEY's invoice or other accounting document, and if the deadline is not specified, the payment is due on the eighth day of the invoice and / or performed service. CLIENT bears the costs and default interest incurred due to non-payment due.

7.2. ATTORNEY may ask CLIENT to advance the foreseeable expenses. If CLIENT does not advance the expenses at ATTORNEY's request, it is considered that CLIENT has withdrawn the order and ATTORNEY is authorized to cancel the Power of attorney without notice. ATTORNEY and CLIENT may agree on the payment of the service in advance, whereby CLIENT ensures the priority service performance.

7.3. ATTORNEY applies the Attorney Tariff of the Croatian Bar Association as well as the decision of ATTORNEY on the fee for a particular type of procedure or service. The fee of the service for a particular legal action or service may be agreed according to the circumstances of the case as well as a percentage of the achieved monetary benefit, if possible.

7.4. In the event ATTORNEY has granted CLIENT a service fees discount at CLIENT's request, CLIENT shall immediately notify ATTORNEY in case CLIENT intends or has in any way used the advice of another attorney or external legal adviser in the same case or legal affair.

7.5. If the fees or any payments are expressed in foreign currency (for example in Euro), for the CLIENT which is Croatian legal subject, shall be calculated according to the middle exchange rate of the Croatian National Bank on the date when the invoice is issued.

7.6. By accepting the General Terms, CLIENT states that it has no liabilities which would prevent the payment of contracted services of ATTORNEY, and that shall immediately inform ATTORNEY if they arise. CLIENT hereby authorises ATTORNEY to request CLIENT's data from the competent institutions which oversee registers of promissory notes and other liabilities.

7.7. In case of irregular settlement of invoices from received payments, the oldest claims are closed first.

8. LIABILITY

8.1. ATTORNEY is responsible for the actions taken, in accordance with the applicable regulations on legal representation and advocacy. ATTORNEY is not responsible for the success of the proceedings or legal affair but is obliged to use his best knowledge to protect the interests of CLIENT. In no case shall ATTORNEY be liable for the lost economic benefit (profit) or business risk that could or could have arisen for CLIENT based on legal action.

8.2. CLIENT is obliged to inform ATTORNEY fully, accurately and completely about the factual circumstances, existing rights and obligations of CLIENT or third parties if necessary for the provision of services as well as rights related to intellectual creation that is the subject of legal proceedings or other legal action. CLIENT shall be liable to the



ATTORNEY for the concealed information that remained unknown to ATTORNEY.

8.3. Mutual claims for damages are limited by ATTORNEY and CLIENT to the total amount of the value of the contracted service of ATTORNEY. Damages include all types of damages including principal claim, costs, and interest. ATTORNEY and CLIENT exclude mutual liability for loss of profit and incidental or consequential damages.

8.4. The liability of ATTORNEY for damages to CLIENT shall not exceed the amount of damages determined by the applicable liability policy for the actions of ATTORNEY.

8.5. CLIENT undertakes not to worsen own legal position or to act contrary to the legal advice of ATTORNEY while using ATTORNEY's services. Otherwise, CLIENT shall bear sole responsibility for the consequences of own actions.

9. DOMAIN

9.1. ATTORNEY is an authorized user of the Domain.

9.2. The Domain is publicly searchable for appraising.

9.3. The Domain is highlighted on the documents and the e-mails of ATTORNEY and on the Power of attorney.

9.4. The Webpages Terms and Conditions published on the Domain apply to access to and other use of the Domain.

10. DELIVERY AND COMMUNICATION

10.1. CLIENT and ATTORNEY communicate regularly in person, by telephone or by mobile phone. Electronic messages are considered a credible way of communication for the purpose of valid fulfilment of rights and obligations under these General Terms.

10.2. Delivery of submissions and letters of CLIENT, official documents, invoices for services and other documents of ATTORNEY, are valid if are addressed to the address specified in the Power of attorney or if they are delivered by e-mail. Delivery of the letter with the deadline by post office is considered completed and the deadline for taking an action or for fulfilment of condition starts from the date of delivery of the item to the post office.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. ATTORNEY reserves all intellectual property rights (copyright, forms of industrial property, know-how) contained in the service provided to CLIENT. CLIENT is not authorized without the prior written consent of ATTORNEY to use the results of the service or change them, except for the purpose for which the service was ordered. In cases of giving consent upon this provision, ATTORNEY has the right to request an appropriate royalty for commercial exploitation.

11.2. The intellectual property rights of ATTORNEY include in particular the right of Trademark no. Z20062323 registered with the State Intellectual Property Office of the Republic of Croatia and author's right on the Trademark and its derivative forms, knowledge and experience (know-how) expressed in services to CLIENT, rights from the Domain and ATTORNEY's database, content published on the Domain and others. These General Terms are protected as intellectual property rights and any unauthorized use of them is prohibited, either in part or in full, and is punishable by misdemeanour and criminal law.

11.3. CLIENT is liable to ATTORNEY and shall compensate damages caused by any unauthorised use of the intellectual property rights of ATTORNEY.

12. THIRD PARTY RIGHTS

CLIENT is obliged to warn ATTORNEY about the existence of the rights of third parties on all written, pictorial and other materials submitted to ATTORNEY and in connection with which CLIENT requests legal action from ATTORNEY. In case of failure to inform ATTORNEY about the stated circumstances, CLIENT is directly and fully responsible for the violation of these rights in case of their unauthorized use by ATTORNEY (copyright, industrial property rights, personal rights, and other rights). ATTORNEY is not responsible for the use of third-party rights contained in the material received from CLIENT.

13. CONFIDENTIALITY AGREEMENT

13.1. ATTORNEY shall keep as a professional secret all information entrusted to him as a representative by CLIENT.

13.2. ATTORNEY and CLIENT undertake not to disclose to third parties' business information that they have learned about in mutual business cooperation.

13.3. A trade secret includes confidential information of a business and personal nature. This obligation also applies to persons employed by ATTORNEY and CLIENT or their other associates for whose omissions they are responsible.

14. WORKING HOURS

ATTORNEY receives CLIENTS upon prior arrangement, on the days and times determined on the Domain. The time of telephone communication with CLIENTS has been published on the Domain. The weekly leave is used on Saturdays and Sundays, while ATTORNEY will inform CLIENTS about his other absence if he deems it necessary given the circumstances of the case as soon as possible.

15. COMPLAINT, DISPUTE RESOLUTION & APPLICABLE LAW

15.1. In case of CLIENT's dissatisfaction with the performed action or incurred service fee, CLIENT shall submit a written complaint to ATTORNEY within eight days from the day of occurrence or knowledge of the reason for the complaint, and no later than thirty days from the day of performed action or submitted service bill.

15.2. ATTORNEY is obliged to respond in writing to CLIENT's complaint without delay, and no later than thirty days from the date of receipt of the complaint. In the event ATTORNEY finds the complaint is justified, he may, at his own discretion, adjust the calculated fee, eliminate the deficiency in the action free of charge, perform the action again or cancel the action completely or partially and return the received amount proportionally. CLIENT who is dissatisfied with the response to the complaint may use other legal means to protect its interests.

15.3. ATTORNEY and CLIENT undertake to resolve disputes concerning the performance of legal actions and services, primarily by agreement, which includes filing a complaint by CLIENT in accordance with these General Terms, and if this is not possible, they accept the jurisdiction of the competent court in ATTORNEY's seat. In the event of a litigation, ATTORNEY and CLIENT undertake to accept the initiative to try to resolve the dispute amicably in court proceedings.

15.4. The interpretation of the General Terms and of the business relationship between ATTORNEY and CLIENT is governed by Croatian law without its collision provisions unless ATTORNEY and CLIENT have specifically defined otherwise.



16. CLIENT PORTAL

16.1. The Client Portal is a functionality of the Domain that is separately agreed between ATTORNEY and CLIENT.

16.2. Through the Client Portal, ATTORNEY and CLIENT exchange data and documents with a certain legal effect.

17. PERSONAL DATA PROCESSING

17.1. ATTORNEY processes personal data of CLIENTS who are natural persons and the data of third natural persons received from CLIENTS for the purpose of performing the services. ATTORNEY processes personal data in accordance with ATTORNEY's Policy on the Processing and Protection of Personal Data published on the Domain.

17.2. ATTORNEY notifies CLIENT about the processing of personal data through the Notice on the Processing of Personal Data published on the Domain.

17.3. The obligation to protect personal data also applies to CLIENT accordingly.

18. COMPLIANCE, BRIBE & ANTICORRUPTION PROVISION

ATTORNEY and CLIENT hereby state their relationship, as well as any transactions arising therefrom, shall not be used for any purpose that is not prohibited by law, especially in the light of the statutes which regulate prevention of money laundering and financing of terrorism, fraud, and bribe corruption-related activities. If this is not the case, each of them can immediately terminate this relationship unilaterally, by giving the other Party a written termination notice, together with a compulsory rationale for termination, supported by appropriate documentation.

19. FORCE MAJEURE

Neither Party shall be in default or liable for any delay or failure to comply with its obligation, if the affected Party has given the evidence that was unable to fulfil its obligation due to external, extraordinary and unforeseeable circumstances beyond the control of the affected party, arising after entering into the relationship, which circumstances that Party could not be prevented, eliminated or avoided, excluding any labour disputes or trade actions, and provided such Party immediately notifies the other Party.