

SAMPLE CONTRACT FOR THE PROVISION OF LEGAL SERVICES

Sadržaj

1. TERMS	1
2. APPLICATION OF THE CONTRACT	1
3. SERVICE TYPES AND MANNER OF PROVISION	1
3.1. General provisions	1
3.2. Legal advising	2
3.3. Compiling documents on legal affairs	2
3.4. Representation before courts and other institutions	2
3.5. Separate role services	2
3.6. Scientific and research work	2
4. POWER OF ATTORNEY AND INSTRUCTIONS	2
5. REVOCATION & CANCELLATION OF THE POWER OF ATTORNEY	2
6. SERVICE FEE AND EXPENSES	2
7. LIABILITY	3
8. DOMAIN	3
9. DELIVERY AND COMMUNICATION	3
10. INTELLECTUAL PROPERTY RIGHTS	3
11. THIRD PARTY RIGHTS	4
12. CONFIDENTIALITY AGREEMENT	4
13. WORKING HOURS	4
14. COMPLAINT, DISPUTE RESOLUTION & APPLICABLE LAW	4
15. CLIENT PORTAL	4
16. PERSONAL DATA PROCESSING	4
17. COMPLIANCE, BRIBE & ANTI-CORRUPTION PROVISION	4
18. FORCE MAJEURE	4

1. 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).

Contract – this Contract for the provision of legal services.

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.

2. APPLICATION OF THE CONTRACT

2.1. This Contract is a part of the Power of Attorney.

2.2. This Contract has effect when the parties sign it or by concluding actions (signing of the Power of Attorney with the presentation of this Contract, use of services, or payment of an invoice for the services performed).

3. SERVICE TYPES AND MANNER OF PROVISION

3.1. General provisions

3.1.1. 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 specific actions if necessary to fulfil the service properly. ATTORNEY may cooperate with other attorneys upon prior notice to CLIENT.

3.1.2. ATTORNEY performs legal actions based on the Croatian Bar Act and other applicable legislation and the Power of Attorney issued by CLIENT.

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

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

3.1.5. ATTORNEY is authorized to request instructions from CLIENT to take specific actions.

3.1.6. 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. If the order from the Power of Attorney depends on taking that action, it is considered that CLIENT has revoked the Power of Attorney.

3.1.7. 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.

3.2. 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.

3.3. 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).

3.4. 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.

3.5. 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.

3.6. Scientific and research work

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

4. POWER OF ATTORNEY AND INSTRUCTIONS

4.1. 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 it has been previously informed by ATTORNEY of the General Terms as well as the meaning of the legal matter for which CLIENT issues the Power of Attorney and agrees to the actions of ATTORNEY undertaking them.

4.2. ATTORNEY accepts the order from the Power of Attorney by confirming the Power of Attorney.

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

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

5. REVOCATION & CANCELLATION OF THE POWER OF ATTORNEY

5.1. CLIENT may revoke the Power of Attorney at any time. ATTORNEY may cancel the Power of Attorney at any time. Still, he is obliged to inform CLIENT in advance of the legal actions taken and to inform CLIENT of the immediate legal consequences and the actions to be taken to preserve CLIENT's immediate deadline or legal position.

5.2. 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.

6. SERVICE FEE AND EXPENSES

6.1. 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. If the deadline is not specified, payment is due on the eighth day after the invoice date and/or the date of service. CLIENT bears the costs and default interest incurred as a result of non-payment.

6.2. 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 to prepayment of the service, whereby CLIENT ensures priority performance of the service.

6.3. 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 cost of a specific legal action or service may be agreed upon, taking into account the circumstances of the case. It may be calculated as a percentage of the monetary benefit realized, if applicable.

6.4. If ATTORNEY has granted CLIENT a service fee 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.

6.5. If ATTORNEY has granted CLIENT a service fee discount, on his own initiative or at CLIENT's request, ATTORNEY may reserve the right to collect the fee from CLIENT in the full amount of the Attorney's Tariff in the event CLIENT exercises the right to payment of the full fee based on a decision of a court or other competent body, made based on the actions and expenses reported by ATTORNEY to the authority that recognised the expenses.

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

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

7. LIABILITY

7.1. 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.

7.2. CLIENT is obliged to inform ATTORNEY fully, accurately, and entirely 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.

7.3. ATTORNEY and CLIENT limit mutual claims for damages 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.

7.4. 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.

7.5. CLIENT undertakes not to worsen its 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 its own actions.

8. DOMAIN

8.1. ATTORNEY is an authorized user of the Domain.

8.2. The Domain is publicly searchable for appraising.

8.3. The Domain is highlighted on the documents and the e-mails of ATTORNEY and on the Power of Attorney.

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

9. DELIVERY AND COMMUNICATION

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

9.2. Delivery of submissions and letters of the CLIENT, official documents, invoices for services, and other documents of the ATTORNEY are valid if they 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 the post office is deemed complete, and the deadline for taking action or fulfilling the condition begins on the date of delivery to the post office.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. 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.

10.2. The intellectual property rights of ATTORNEY include, in particular, the right to 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, in whole or in part, is prohibited and punishable under the misdemeanour and criminal laws.

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

11. 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 entirely 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.

12. CONFIDENTIALITY AGREEMENT

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

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

12.3. 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.

13. WORKING HOURS

ATTORNEY receives CLIENTS by prior arrangement on the days and at the times specified 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.

14. COMPLAINT, DISPUTE RESOLUTION & APPLICABLE LAW

14.1. In case CLIENT is dissatisfied 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 the performed action or submitted service bill.

14.2. 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. The client who is dissatisfied with the response to the complaint may use other legal means to protect its interests.

14.3. 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 this Contract. If this is not possible, they accept the jurisdiction of the competent court in the ATTORNEY's seat. In the event of a litigation, ATTORNEY and CLIENT undertake to take the initiative to try to resolve the dispute amicably in court proceedings.

14.4. The interpretation of the Contract 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.

15. CLIENT PORTAL

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

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

16. PERSONAL DATA PROCESSING

16.1. 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.

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

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

17. COMPLIANCE, BRIBE & ANTI-CORRUPTION PROVISION

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

18. 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 been prevented, eliminated or avoided, excluding any labour disputes or trade actions, and provided such Party immediately notifies the other Party.