

GENERAL TERMS OF BUSINESS

1. Introductory Provisions

1. These General Terms of Business (the “**General Terms**”) apply to the provision of business advisory services (the “**Services**”) by Specter d.o.o. Beograd-Savski Venac (“**Specter**”) pursuant to the engagement agreement entered into between Specter and a client (the “**Client**”) entered into for the purpose of achieving the identified business objectives (the “**Engagement Agreement**”).
2. It is in the interest of Specter and the Client that the provision of the Services by Specter is done under clear terms and conditions. These General Terms set out the basis upon which the Services shall be provided and apply to the cooperation with Specter and any future instructions the Client may give to Specter. New or continuing instructions by the Client to Specter will constitute acceptance of these terms.

2. Instructions and Information

1. In appointing Specter to provide the Services, the Client authorizes Specter to take any necessary steps in that regard. The scope of work shall be determined in the Engagement Agreement and, if applicable, engagement offer agreed between the Parties “**Engagement Offer**” or, in case the Engagement Agreement and/or Engagement Offer is not signed between the parties for any reason whatsoever, through written communication between Specter and the Client. It will be deemed that the Client has accepted these General Terms by instructing Specter via electronic mail or any other standard form of correspondence.

OPŠTI USLOVI POSLOVANJA

1. Uvodne odredbe

1. Opšti uslovi poslovanja (“**Opšti uslovi**”) primenjuju se na pružanje usluga poslovnog savetovanja (“**Usluge**”) od strane Specter d.o.o. Beograd-Savski Venac (“**Specter**”) u skladu sa ugovorom o angažovanju zaključenog između Specter i klijenta (“**Klijent**”) u cilju postizanja određenih poslovnih ciljeva (“**Ugovor o angažovanju**”).
2. U interesu je Specter-a i Klijenta da se Usluge od strane Specter-a pružaju po jasnim uslovima. Ovim Opšti uslovi predstavljaju osnov na kojem će Usluge biti pružene i primenjuju se na saradnju sa Specter-om i na sve buduće instrukcije koje Klijent bude dao Specter-u. Nova ili ponovljena instrukcija Klijenta predstavlja prihvatanje ovih uslova.

2. Instrukcije i informacije

1. Angažovanjem Specter-a da pruži Usluge, Klijent ovlašćuje Specter da preduzme sve potrebne korake u tom smislu. Obim posla biće definisan Ugovorom o angažovanju i, ako je primenjivo, ponudom za angažovanje ugovorenom između Strana “**Ponuda za angažovanje**” ili, u slučaju da Ugovor o angažovanju i/ili Ponuda za angažovanje nije zaključen između strana iz bilo kog razloga, obim posla biće definisan kroz pisanu komunikaciju između Specter-a i Klijenta. Smatraće se da je Klijent prihvatio ove Opšte uslove ako Specter primi instrukciju za rad putem elektronske pošte ili drugog standardnog oblika komunikacije.

2. To enable Specter to perform the Services, the Client shall supply all information and assistance and all access to documentation promptly. The Client shall inform Specter on any information or developments which may come to its notice and which might have interest in the Services.
3. Specter may rely on any instructions, requests, information supplies, orally or in writing provided by the Client.
4. Under no circumstances can Specter be held responsible for any failure on the Client's part to advise or comment on any matter which falls outside the scope of Client's instructions.
5. The Client is aware of and accepts the risk associated with communicating by electronic mail, including, but not limited to, viruses, the unreliability of delivery, defects of the security system and possible loss of confidentiality. Specter accepts no responsibility or liability in respects of risk associated with this type of communication.

3. Fees

1. The fees for the Services to be provided will reflect the complexity of the engagement, expertise and seniority of the staff engagement and added value that will be provided. The fees payable will be based on *a monthly retainer, flat fee, success fee*, in each case depending on the specifics of the Services (and, if applicable, as agreed in the Engagement Offer or elsewhere). The time spent on the Client's affairs will include meeting with the Client; considering, researching, preparing and working on papers; correspondence, and making and receiving telephone calls. Unless otherwise specifically agreed, fees are calculated in Euros. When a fixed fee is agreed in advance, Specter will not charge any additional fee unless the work carried out is different in nature or to the extent that it is different from that which is originally understood to be required on the basis of the Client's instructions.

2. Kako bi omogućio Specter-u vršenje Usluga, Klijent će bez odlaganja pružiti sve informacije i pomoć, kao i pristup svim neophodnim dokumentima. Klijent će obavestiti Specter o svim informacijama ili događajima za koje sazna, a koji mogu imati uticaja na Usluge.
3. Specter se može osloniti na sve instrukcije, zahteve, informacije pružene usmeno ili pismeno od strane Klijenta.
4. Specter ni u kom slučaju ne snosi odgovornost ako Klijentu ne pruži savet ili komentar u vezi sa bilo kojim pitanjem koje izlazi iz okvira klijentovih uputstava.
5. Klijent je svestan i prihvata rizike u vezi sa komunikacijom elektronskom poštom, uključujući ali ne ograničavajući se na viruse, nepouzdanost isporuke, greške u sigurnosnom sistemu i moguće narušavanje poverljivosti. Specter ne prihvata odgovornost u vezi sa rizicima prouzrokovanim ovim vidom komunikacije.

3. Naknade

1. Naknade za Usluge koje će se pružiti reflektovaće složenost angažmana, stručnost i senioritet angažovanog osoblja i dodatnu vrednost koja će biti pružena. Naknade će biti zasnovane na ***mesečnom honoraru, paušalnoj naknadi, naknadi u procentu sa uspehom***, u svakom konkretnom slučaju u zavisnosti od specifičnosti Usluga (i, ako je primenjivo, kako je ugovoreno u Ponudi za angažovanje ili drugde). Vreme provedeno na Klijentovom predmetu uključuje sastanke sa Klijentom i vreme provedeno na putovanjima; razmatranje, pripremu i rad na dokumentima; pisanu komunikaciju; i obavljanje telefonskih razgovora. Osim ako je drugačije dogovoreno u pisanom obliku, naknade se obračunavaju u evrima. U slučajevima kada je ugovorena fiksna naknada unapred, Specter neće naplatiti nikakav dodatni iznos osim ako je posao koji se obavlja drugačije prirode ili ukoliko se razlikuje od onoga što smo prvobitno razumeli da je potrebno obaviti na osnovu uputstava Klijenta.

2. Specter will provide the Client with a fee estimate (and, if applicable, by virtue of the Engagement Offer or otherwise) for each specific engagement and will start working on a particular engagement only upon receiving the Client's approval. Any fee estimate (as opposed to an agreed fixed fee) is given only as a guide to assist the Client with calculations.

4. Payment Conditions

1. Specter shall issue invoices on a monthly basis in respect of the Services comprising fees and expenses/disbursements.
2. Specter shall be authorised to incur expenses and disbursements as Specter considers necessary in order to carry out the work. Specter will require the expenses and disbursements that Specter incurs on the Client's behalf to be reimbursed to Specter as and when they are incurred and, in appropriate circumstances, Specter may ask the Client to pay for such expenses and disbursements in advance. Amongst other things, expenses may include administrative fees (not limited to, but may include copying, printing, etc.); the fees of experts engaged by Specter with the Client's permission; translation fees; and courier service expenses. This list of fees is non exhaustive. Specter will also charge expenses for travel (not limited to, but may include gas expenses, air fare expenses, toll fees, etc.), and accommodation incurred whilst travelling away from the office for matters directly related to Services. Specter charges for all expenses on a real cost basis. For the avoidance of doubt, to the extent unexpected expenses arise, Specter will seek the prior consent of the Client prior to incurring such expenses.
3. Payment of invoices is due within 7 (seven) calendar days of the invoice issuing date unless other arrangements have been agreed in writing. If invoices are not paid within 7 (seven) calendar days of the invoice issuing date, we reserve the right to charge interest from that date at the statutory default rate. The payment is considered to be done as bank transfer of the amount from invoice to the account of Specter.

2. Specter će dostaviti Klijentu procenu naknade (i, ako je primenjivo, na osnovu Ponude za angažovanje ili na drugi način) za svaki pojedinačni angažman i zapoćeće rad na angažmanu po dobijanju odobrenja od strane Klijenta. Procena visine naknade (za razliku od ugovorene fiksne naknade) daje se samo kao smernica koja će pomoći Klijentu u proračunu.

4. Način plaćanja

1. Specter će izdavati fakture na mesečnoj osnovi za Usluge koje obuhvataju naknadu i troškove/izdatke.
2. Specter je ovlašćen da snosi troškove i izdatke koje smatra neophodni u cilju izvršenja posla. Specter će tražiti da mu se nadoknade troškovi i izdaci koje bude snosio u ime Klijenta, a u određenim slučajevima, Specter može tražiti da Klijent takve troškove i izdatke plati unapred. Između ostalog, troškovi uključuju administrativne takse (uključujući, ali ne ograničavajući se na kopiranje, štampanje, itd.); naknade za eksperte angažovane od strane Specter-a uz Klijentovu dozvolu; i troškovi kurirske dostave. Ova lista naknada nije iscrpna. Specter će takođe naplatiti troškove putovanja (uključujući, ali ne ograničavajući se na troškove benzina, troškove avionske karte, takse, itd.), i smeštaja nastalih prilikom putovanja iz kancelarije za stvari koje su direktno povezana sa Uslugama. Specter će naplatiti sve troškove po principu stvarnih troškova u iznosu u kojem su nastali. Radi izbegavanja sumnje, u meri u kojoj se mogu pojaviti neočekivan troškovi, Specter će tražiti prethodnu saglasnost Klijenta pre nego što bude snosio takve troškove.
3. Fakture dospevaju za naplatu u roku od 7 (sedam) kalendarskih dana od datuma izdavanja fakture, osim u slučaju drugačijeg pisanog dogovora. Ukoliko uplata u skladu sa fakturama nije izvršena u roku od 7 (sedam) kalendarskih dana od datuma izdavanja fakture, zadržavamo pravo da obračunamo zateznu kamatu od tog datuma po zakonom određenoj stopi. Uplata se smatra izvršenom po prenosu iznosa sa fakture na bankovni račun Specter-a.

4. In the event that the Client is a resident within the meaning of the applicable foreign exchange regulations, the Client shall pay the fee in dinars using the official middle exchange rate of the National Bank of Serbia at the date of invoicing. / Alternatively, if the Client is a non-resident within the meaning of the applicable foreign exchange regulations, the Client will pay the fee in euros. Invoices are payable in the currency in which they are nominated.

5. Value Added Tax (VAT) and Withholding Tax

1. All estimates or quotations given by us and all fees and expenses charged by Specter are exclusive of VAT which will be charged where VAT is applicable to our fees and on any expenses that are subject to VAT.
2. Unless required by law and unless the Client and Specter agree otherwise, all estimates or quotations given by us and all fees and expenses charged by Specter are exclusive of any deduction for or on account of any imposed tax (“**Tax Deduction**”). If applicable, the amount of the payment due by the Client shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

6. Termination of the Provision of Services

1. If either party decides that Specter will cease to provide the Service, the Client is obliged to, among other things, pay the charges and any expenses (if applicable) incurred on the Client’s behalf up to the date of termination of engagement.
2. To the extent permitted under applicable regulations, Specter will retain documents and papers belonging to the Client.

7. Confidentiality and Conflict of Interests

4. U slučaju da je Klijent rezident u smislu važećih deviznih propisa, Klijent će platiti naknadu u dinarima obračunatu po zvaničnom srednjem kursu Narodne banke Srbije na dan fakturisanja. / Alternativno, ako je Klijent nerezident, u smislu važećih deviznih propisa, Klijent će platiti naknadu u evrima. Fakture se plaćaju u valuti na koju su izdate.

5. Porez na dodatu vrednost (PDV) i porez po odbitku

1. Sve procene ili obračune koje dostavljamo i sve naknade ili troškovi koje Specter naplaćuje ne uključuju PDV, koji će se naplaćivati za naknade i troškove na koje se PDV obračunava.
2. Osim ako se ne zahteva zakonom i osim ako se Klijent i Specter ne sporazumeju drugačije, sve procene ili obračuni koje dostavljamo i sve naknade ili troškovi koje Specter naplaćuje ne uključuju bilo kakav odbitak na ime ili na račun bilo kakvog nametnutog poreza (“**Poreski odbitak**”). U slučaju da je primenjivo, iznos uplate koju Klijent dužuje će biti uvećan do iznosa koji (nakon bilo kakvog Poreskog odbitka) ostavlja iznos jednak iznosu uplate koja bi bila dugovana da Poreski odbitak nije bio potreban.

6. Prestanak pružanja usluga

1. Ukoliko bilo koja strana odluči da Specter prestane sa pružanjem usluga, Klijent je, između ostalog, obavezan da plati naknade i sve troškove (ako je primenjivo) koje je Specter snosio u ime Klijenta do datuma prestanka angažovanja.
2. U meri u kojoj je to dozvoljeno važećim propisima, Specter može zadržati sva dokumenta i papire koji pripadaju Klijentu.

7. Poverljivost i sukob interesa

1. All information regarding the Client's business and affairs will be regarded as and kept confidential at all times unless the Client instructs Specter to disclose information or in the event that Specter is compelled to disclose it under the applicable law (for example where fraud, money laundering or another crime is or may be suspected).
2. Specter shall avoid revealing information acquired as a consequence of the representation of any client. Therefore, if Specter is in possession of such information from any other client, Specter would not be in a position to disclose it to the Client.
3. In accepting these General Terms, the Client hereby agrees that Specter may include the Client's name on its list of professional references. In no instance would this involve the disclosure of any confidential information to any third party.

8. Responsibilities of the Client

1. The Client shall retain responsibility for managing its affairs, deciding on what to do after receiving any product of the Services, implementing any advice or recommendations provided by Specter, and realizing any benefits requiring activity by the Client.
2. Where the Client so requires or the nature of the Services is such that it is likely to be more efficient for Specter to perform work at the Client's premises or using the Client's computer system or telephone networks, the Client shall ensure that access.

9. Copyright and Other Intellectual Property

1. Specter retains the copyright and all other rights in all the documents provided to the Client. Client is granted a nonexclusive licence to use such documents for the purpose for which they are provided but not for any other purpose without first obtaining the consent of Specter.

10. Limitation of Liability of Specter

1. Sve informacije u vezi Klijentovog poslovanja i prilika će se smatrati poverljivim i kao takve čuvati u svakom trenutku osim u slučaju da Klijent da instrukciju da se takve informacije objave ili u slučaju da je Specter obavezan da takve informacije objavi u skladu sa važećim zakonom (na primer, kada se radi o prevari, pranju novca ili drugom krivičnom delu).
2. Specter će izbegavati otkrivanje informacija koje dobije u zastupanju bilo kog klijenta. Stoga, ukoliko Specter bude u posedstvu takvih informacija od bilo kog drugog klijenta, Specter neće moći da ih otkrije Klijentu.
3. Prihvatanjem ovih opštih uslova, Klijent je saglasan da Specter može uključiti Klijentovo ime u listu njegovih profesionalnih referenci. Ovo ni u kom slučaju ne uključuje objavljivanje bilo kakve poverljive informacije trećem licu.

8. Odgovornosti Klijenta

1. Klijent zadržava odgovornost za vođenje svojih poslova, odlučivanje o daljim postupcima nakon pružanja Usluga, implementaciju saveta ili preporuka koje je pružio Specter, kao i za ostvarenje koristi koje je zahteva preduzimanje aktivnosti od strane Klijenta.
2. Kada priroda posla to zahteva ili je priroda Usluga takva da je efikasnije da Specter obavlja posao u Klijentovim poslovnim prostorijama ili da koristi Klijentove kompjuterske sisteme ili telefone, Klijent će omogućiti takav pristup.

9. Autorska prava i druga prava intelektualne svojine

1. Specter zadržava autorska i druga prava u vezi sa svim dokumentima koja dostavi Klijentu. Klijent će imati ekskluzivnu licencu za korišćenje tih dokumenata u svrhu u koju su sačinjeni, ali ne i za druge svrhe bez prethodne saglasnosti Specter-a.

10. Ograničenje odgovornosti Specter-a

1. The liability of Specter to the Client will be excluded for any indirect or consequential economic loss or damage (including loss of profits) suffered by the Client arising from or in connection with the Services, regardless how the indirect or consequential economic loss or damage is caused, including the negligence of Specter but not its intent or gross negligence.
2. Unless agreed to the contrary, and where any such agreement must be first obtained in writing from Specter, monetary liability of Specter in respect of any claims for relevant negligence, breach of fiduciary duty or breach of contract is limited to an amount equivalent to the total fees charged to the Client for the work done on the matter from which Client's claim originates. For the purposes of clarity, the aforementioned limit refers to the total liability of Specter aggregately in respect to any claims for relevant negligence, breach of fiduciary duty or breach of contract. This sum includes any damages, costs and interest that may be awarded against Specter. The procedure for the determination of Specter responsibility can be instituted within a maximum of 3 years following the date of the performance of the actions that the Client alleges give rise to the purported liability, and after the expiration of the said deadline, any responsibility that Specter may have had ceases. Specter shall not be liable to pay to the Client any amount that has been caused due to the fault of another party.

11. Exclusive Benefit

1. The Client agrees not to make work of Specter available to third parties without first obtaining the prior written permission of Specter.
2. Specter accepts no responsibility to third parties for any aspect of the Services or works that are made available to them.

12. Severability and Invalidity

1. Odgovornost Specter-a će biti isključena za indirektnu ili posledičnu ekonomsku gubitke ili štete (uključujući gubitak profite) koje je pretrpeo Klijent usled ili u vezi sa Uslugama, bez obzira na to kako je došlo indirektnih ili posledičnih ekonomskih gubitaka ili štete, uključujući nehat Specter-a, ali ne i njegovu nameru ili grubu nepažnju.
2. Osim ako je drugačije ugovoreno, i kada je taj dogovor u pisanoj formi potvrdio Specter, novčana odgovornost Spectera u pogledu bilo kakvih potraživanja vezanih za odgovarajuću nepažnju, povredu fiducijarne dužnosti ili povredu ugovora je ograničena na iznos jednak iznosu naknada naplaćenih Klijentu za rad na predmetu iz kojeg proističe Klijentovo potraživanje. U cilju pojašnjenja, gore navedeno ograničenje se odnosi na ukupnu obavezu Specter-a u vezi sa bilo kojim potraživanjem vezanim za odgovarajuću nepažnju, povredu fiducijarne dužnosti ili povredu ugovora. Ovaj iznos uključuje svu štetu, troškove i kamatu koji mogu biti određeni protiv Specter-a. Postupak za utvrđivanje odgovornosti Specter-a može se pokrenuti u roku od najviše 3 godine od dana obavljanja radnje za koju Klijent smatra da daje povoda za navodnu odgovornost, a nakon proteka ovog roka svaka odgovornost Specter-a prestaje. Specter neće biti dužan da plati bilo koji iznos koji je prouzrokovan greškom drugo lica.

11. Isključiva korist

1. Klijent je saglasan da ne čini dostupnim rad Specter-a trećim licima bez prethodne pismene saglasnosti Specter-a.
2. Specter ne prihvata i ne preuzima odgovornost prema trećim licima u vezi sa bilo kojim aspektom Usluga ili rada koji im se učini dostupnim.

12. Nezavisnost i ništavost

1. Each term of the General Terms constitutes a separate and independent provision. The invalidity or unenforceability of any of the provision of these General Terms shall not affect the remaining provisions which shall continue to bind both parties.

13. Governing Law

1. These General Terms shall be construed in accordance with the regulations of the Serbian law. The parties agree that all potential disputes in respect of these General Terms shall be resolved amicably. Should such dispute resolution not be possible, the parties agree that any dispute arises between parties shall be resolved by the competent court in Belgrade.

14. Complaints

1. If the Client has any questions, problems or complaints in regard to these General Terms, it is invited to contact Specter to discuss these issues. Specter will examine all complaints promptly and do its utmost to address any such concerns and respond to all needs of the Client.

15. Amendments

1. In case of modifying these General Terms, Specter will send to the Client written notice one month ahead. These amendments may reflect the current practice of Specter, as well as any eventual changes to any professional and other regulatory requirements Specter is obliged to meet.

1. Svaka odredba Opštih uslova predstavlja zasebnu i nezavisnu odredbu. Ništavost ili neizvršivost bilo koje odredbe ovih Opštih uslova neće uticati na ostale odredbe koje ostaju obavezujuće za obe strane.

13. Merodavno pravo

1. Ovi opšti uslovi se tumače u skladu sa pravom Republike Srbije. Strane su saglasne da sve nesporzume koji proisteknu iz ovih opštih uslova rešavaju mirnim putem. Ukoliko takav način rešavanja nesporzuma nije moguć, strane su saglasne da se svi sporovi koji nastanu među njima rešavaju pred nadležnim sudom u Beogradu.

14. Žalbe

1. Ukoliko Klijent ima bilo kakvih pitanja ili primedbe u vezi sa Opštim uslovima, pozvan je da kontaktira Specter i radi konsultacije. Specter će razmotriti sve primedbe bez odlaganja i učiniti sve što je moguće da odgovori potrebama Klijenta

15. Izmene i dopune

1. U slučaju izmene Opštih uslova, Specter će poslati Klijentu pisano obaveštenje mesec dana unapred. Ove izmene se mogu odnositi na trenutnu praksu Specter-a, kao i eventualne izmene profesionalnih i drugih zakonskih uslova koje je Specter dužan da ispuni.