

Terms and Conditions

1. INTRODUCTION

This document defines the standard Terms and Conditions (TC) of PETOŠEVIĆ Intellectual Property Firms for all countries and jurisdictions where PETOŠEVIĆ is active. This document is the contractual basis for the professional relationship with our Clients in the absence of another agreement between the same parties. Consequently, it serves as a contractual basis for accepting instructions and carrying out work for, and on behalf of our Clients, unless it is preceded by another written agreement with the same purpose.

2. ABOUT US

2.1 The sole contracting party of PETOŠEVIĆ will be PETOŠEVIĆ S.à.r.l., 153-155 C, rue du Kiem, L-8030 Strassen, Luxembourg, VAT: LU21041115, unless agreed otherwise in writing. Communication, such as sending instructions to any other existing or future PETOŠEVIĆ entity, will be deemed to have produced a contractual relationship between the Client and PETOŠEVIĆ S.à.r.l., unless agreed otherwise.

2.2 PETOŠEVIĆ is a wholly owned network of intellectual property (IP) firms specializing in assisting clients in all IP related matters throughout the region commonly referred to as Eastern Europe. PETOŠEVIĆ provides services through its own offices and through a network of affiliated offices. These services are provided by PETOŠEVIĆ lawyers and other employees as well as by lawyers and other employees in affiliated offices.

2.3 “PETOŠEVIĆ” refers to entities currently existing in Albania, Azerbaijan, Bosnia, Bulgaria, Croatia, Hungary, Kazakhstan, Luxembourg, Montenegro, North Macedonia, Romania, Serbia, Slovenia, Ukraine, and Uzbekistan. In Kosovo (UNSCR 1244), PETOŠEVIĆ does business through an affiliated local firm SDP KOSOVĚ. In Brussels, PETOŠEVIĆ has an exclusive representative, who maintains contacts with the EU institutions, INTA EU office and our Belgium clients.

2.4 For more detailed information on our offices and services, please consult our websites: www.petosevic.com and www.sdpkosove.com

3. THE CLIENT

3.1 The “Client”, for the purpose of this document, refers to the entity or individual who is directly instructing PETOŠEVIĆ to perform professional services, either on their own behalf or on behalf of a third party. When the Client is acting on behalf of a third party, we will assume that the Client is acting in the capacity of an agent or a representative,

with full authority to instruct us, and that the Client agrees to be in a professional relationship with PETOŠEVIĆ in this capacity.

3.2 The Client is ultimately responsible for the payment of any PETOŠEVIĆ invoices issued in connection with the work instructed by this Client, even if the invoices are issued in the name of a third party.

3.3 Under applicable European legislation, we have an obligation to confirm the identity of our Clients. Therefore, we reserve the right to request documents that will confirm the identity of the Client and/or their authorization to give instructions.

4. INSTRUCTIONS

4.1 To act effectively and timely, PETOŠEVIĆ expects that Clients will provide accurate, prompt, clear and complete instructions. Written instructions are preferred. The Client should confirm oral instructions in writing. In the absence of the Client's written confirmation, we will provide the Client, in writing, with our understanding of the oral instructions.

4.2 In the absence of an agreement to the contrary, all individuals sending instructions on behalf of the Client will be deemed to have the necessary authority to instruct PETOŠEVIĆ.

4.3 In the absence of Client's instructions required by a non-extendible deadline, and in the absence of general instructions applicable in such cases, PETOŠEVIĆ will not be obliged to act.

4.4 PETOŠEVIĆ will not be liable for any losses arising from late, incomplete or insufficient instructions.

4.5 It is our responsibility to clearly inform the Client, in a timely manner, of any deadlines. Whereas all reasonable effort will be made to remind the Client about such deadlines, PETOŠEVIĆ is not obliged to indefinitely continue to remind the Client until the instructions are received.

5. CHARGES

5.1 Unless otherwise agreed in writing, PETOŠEVIĆ will charge the Client on the basis of our standard schedules of fees, which will be provided upon request at any time. Our service fees are valid for each calendar year and are in Euro (EUR). The schedules of fees for the following calendar year will be made available to all our regular clients annually as from November 1. Official fees may change, and the current fee exchange rates may vary. We reserve the right to apply these changes to our schedule of fees without prior notice.

5.2 The Client will be responsible for foreseeable expenses that PETOŠEVIĆ incurs and advances on Client's behalf. These expenses may include official Intellectual Property Office fees, local associate's fees (where applicable), court fees, and costs for any experts, investigators, or other agents, including any translators. They may also include such items as telephone, fax, and photocopying costs, courier, postage, travel expenses and meeting expenses. All these expenses will be regarded as disbursements and PETOŠEVIĆ reserves the right to request payment of reasonably foreseeable disbursements in advance.

5.3 For non-fixed fees and in order to help Clients budget for our charges, we will provide, upon request, an estimate before beginning work on Client's behalf, based on information provided to us at that time. In this event, work will only begin after the Client has approved our estimate, which we will honor in the subsequent invoice, provided that the Client's instructions do not change as the work progresses.

5.4 If during the course of carrying out the work it becomes apparent to us that our actual charges are likely to significantly exceed our estimate, we will seek the Client's permission before exceeding our estimate. If the type of work prevents us from providing an accurate estimate in advance, we will advise the Client accordingly before work is commenced. We will never proceed without the Client's approval of our cost estimate.

6. INVOICING

6.1 PETOŠEVIĆ will invoice all foreseeable charges immediately upon receipt of instructions, unless it is clear that we are waiting for the Client's approval.

6.2 If requested by the Client, we will send invoices to, and accept payment from, another entity or individual designated by the Client. However, please note that the ultimate responsibility for making such payment will remain with the Client, without exceptions.

6.3 If the Client requests to be invoiced in a non-Euro currency, such as US Dollars, this will be done based on the EUR-USD exchange rate on the date the invoice is issued, according to the European Central Bank rates.

7. PAYMENT

7.1 PETOŠEVIĆ is at all times entitled to request money on account of our fees and disbursements. An invoice shall be issued for this purpose. The total of our fees and disbursements may be more than the payments on account requested from the Client. If such a request is made, any instructed work will not be performed until the date of payment is agreed upon.

7.2 Invoices other than those referred to under point 7.1 are payable within 30 days from the invoice date, unless it has been agreed otherwise, in writing.

7.3 If an invoice is not paid in full within 30 days of the invoice date or within the period agreed upon in writing by PETOŠEVIĆ and the Client, without prejudice to any other rights or remedies we may have:

- PETOŠEVIĆ reserves the right to charge interest at a rate of up to 15% per annum on overdue invoices, and bring court proceedings for debt recovery if any invoice is overdue by more than 60 days.
- PETOŠEVIĆ reserves the right to seek to recover from the Client all debt collection costs, including legal costs on an attorney/client basis, as well as overdue interest. Any collection efforts by PETOŠEVIĆ will result in additional costs to the Client.
- PETOŠEVIĆ reserves the right to suspend or terminate the provision of all or any services instructed by the Client (and instruct third parties engaged by us to do likewise) and to retain documents and papers belonging to the Client until the invoice has been paid. This is without prejudice to PETOŠEVIĆ's right to invoice for work undertaken before such suspension or termination.
- The Client is deemed to have given its irrevocable consent to PETOŠEVIĆ being entitled to apply to a Court, Tribunal or Registry to come off the record as the Client's legal representative or agent.
- PETOŠEVIĆ reserves the right to amend any agreed payment terms including credit terms and discounts.
- PETOŠEVIĆ reserves the right to directly contact all interested parties in order to resolve the situation.

7.4 If the Client has not raised any questions or objections regarding an invoice within 30 days of the invoice date, PETOŠEVIĆ will be entitled to proceed on the basis that the debt is acknowledged.

7.5 If the Client's situation or status changes due to circumstances that may impair the Client's solvency, PETOŠEVIĆ has the right to review the applied payment terms.

8. COPYRIGHT

Copyright in all text, drawings, artistic and literary works, databases and the sui-generis database right (as per Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases) created in the course of providing professional services are retained by PETOŠEVIĆ unless it has been agreed to the contrary in writing.

9. FILES, PAPER AND ELECTRONIC RECORDS

9.1 Files opened in connection with the services provided remain the property of PETOŠEVIĆ.

9.2 Papers and records will not necessarily be kept other than in an electronic format. Copies of original documents will be sent to the Client, as per the Client's instructions, and all other documentation will be stored electronically.

9.3 Paper files, including original documents not requested by the Client, will be kept for five years, whereas electronic files will be kept for at least 10 years after the matter is completed.

9.4 Copies of our files are available upon request and at the expense of the Client. We will only release copy of the files once all our charges have been settled.

10. CONFIDENTIALITY AND DISCLOSURE

Any information provided by the Client to PETOŠEVIĆ will be used for the sole purpose for which it was supplied. Such information will be treated as strictly confidential and will not be disclosed by PETOŠEVIĆ, unless the Client has authorized the disclosure, law or regulation requires the disclosure or the information is within the public domain.

11. PROFESSIONAL LIABILITY

11.1 Services provided by PETOŠEVIĆ and affiliated individuals or companies are covered by a professional liability insurance policy. Should the Client require a certificate of such insurance, it will be provided upon request.

11.2 If at any time circumstances beyond the control of PETOŠEVIĆ delay, or prevent work from being performed on behalf of the Client, then PETOŠEVIĆ will not be liable nor in breach of any obligations or duties owed to the Client. Additionally, PETOŠEVIĆ will not be liable for any indirect or consequential loss, including economic loss or loss to turnover, profit or goodwill, or the claims of third parties.

12. CONFLICT OF INTEREST

12.1 In all new matters, PETOŠEVIĆ will check for any potential conflict of interest between the parties represented. Legal opinions and other advice provided by PETOŠEVIĆ will never be based on information considered to be confidential to another party represented by PETOŠEVIĆ.

12.2 When a matter from a new client/right holder conflicts with interests of an already represented party, or when representing a new client/right holder would require

PETOŠEVIĆ to reveal the confidential information of an already represented party, our firm will decline to represent the new client/right holder.

12.3 Should a conflict arise between two simultaneously represented clients/right holders, they will be notified of the conflict and PETOŠEVIĆ will withdraw from representing such two parties in that particular conflicting matter, unless otherwise agreed in writing.

12.4 If a conflict of interest exists, but the failure of PETOŠEVIĆ to act on an urgent matter would cause a client/right holder permanent and irreversible damage, PETOŠEVIĆ will do only what is absolutely necessary in the short-term until the client/right holder can find alternative representation.

12.5 In cases of commercial conflict, such as the representation of competing clients/right holders for different types of matters, representation of competing clients/right holders in different countries, or in the case of simple applications or searches, our firm does not automatically consider that there is a conflict of interest. In these cases, PETOŠEVIĆ will continue, within reason, to monitor for potential conflicts, but will not necessarily decline to act. However, because PETOŠEVIĆ handles numerous IP matters in more than 30 countries, clients/right holders are advised to inform us in advance about their competitors, and any entities that our firm should consider when monitoring for potential conflicts.

13. ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Offering money, services, gifts, or providing excessive entertainment could be construed as intending to influence the decision of government officials or clients.

Accepting gifts or payments from any person in return for providing any improper business or other advantage is a serious offense that can result in fines for the company and possibly an imprisonment for individuals. PETOŠEVIĆ will not condone, under any conditions, the offering or receiving of bribes or any other form of improper payment. PETOŠEVIĆ practices are in full compliance with US – Foreign Corrupt Practices Act 1976, and UK – Bribery Act 2010.

14. ACCEPTANCE OF TERMS

14.1 Should the Client have any questions or require any clarifications about this document, we urge the Client to contact us as soon as possible. The Terms and Conditions will continue to be valid either until a future amendment or until a different written agreement has been reached.

14.2 By sending us work the Client will be deemed to have accepted PETOŠEVIĆ Terms and Conditions.

15. TERMINATION OF SERVICES

15.1 The Client may terminate the relationship with PETOŠEVIĆ at any time. To terminate work on a particular matter, a written notification is required. Any oral instructions to this end will need to be followed by a written confirmation. The Client will continue to be responsible for all fees incurred and all fees and disbursements still due for all work done prior to any instructions to terminate further cooperation.

15.2 If the Client terminates the business relationship with PETOŠEVIĆ, we may retain all files belonging to the Client until all fees have been paid.

16. GOVERNING LAW AND JURISDICTION

The applicable EU and Luxembourg law will govern all eventual disputes arising from this contract.