

## GENERAL TERMS OF BUSINESS

as last amended on 1 December 2018

### */EXTRACT RELATING TO PROFESSIONAL LIABILITY MATTERS/*

At your request, Karanović & Nikolić Law Office ("KN"), will provide you with professional legal services, whilst working with you to help you achieve your business objectives in one or more of the jurisdictions in which KN operates in either directly or through cooperation with attorneys at law/law offices in each jurisdiction ("Cooperating Offices"). When used in this document, the terms "KN & Cooperating Offices", "we", "our" or "us" shall refer to any of the KN and Cooperating Offices individually and any or all of them jointly, as the context may require.

*[text intentionally omitted]*

#### **18 Limited Liability**

Unless agreed to the contrary, and where any such agreement must be first obtained in writing from a Partner of KN & Cooperating Offices, we limit our monetary liability to you in respect of any claims for relevant negligence, breach of fiduciary duty or breach of contract (including any special/supplemental contract governing any aspect of the provision of our services, such as in relation to data privacy matters) to the lesser of the following: (i) the amount of 1,000,000 EUR (one million EUR), or (ii) an amount equivalent to the multiple of five times our total fees charged to you for our work done on the matter from which your claim originates. For the purposes of clarity, the aforementioned limit refers to the total liability of each and every of KN & Cooperating Offices 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 us.

The procedure for the determination of our responsibility can be instituted within a maximum of 3 years following the date of the performance of the actions that you allege give rise to the purported liability, and after the expiration of the said deadline, any responsibility that we may have had ceases. We shall not be liable to pay you any amount that has been caused due to the fault of another party. We believe the limitations on our liability as set out in this Section are reasonable. We are, however, happy to discuss this limit with you if you consider it insufficient for your purposes and we are open to the possibility of investigating options for the provision of additional cover. The limits on our liability as described in this Section 18 shall apply to work done under these KN & Cooperating Offices General Terms and any future work unless we specifically agree different terms with you in writing.

**19 KN Lawyers**

Having regard to our interest in limiting the personal liability and exposure to litigation of KN & Cooperating Offices Partners, lawyers, cooperating lawyers, employees, associates and representatives, it is a fundamental term and condition of our engagement (subject to any relevant statutory provision limiting our ability to do so) that you will not put forward any motion or bring any claim in respect of any damage directly against any of our Partners, lawyers, cooperating lawyers, employees, associates and representatives personally.

*[text intentionally omitted]*

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