

Provider of Accounting Services **Marija Đorđić PR Računovodstveni Poslovi Beograd**, Dr Ivana Ribara Str. No. 154, 3rd floor, App. No. 16, email address: office@experta.rs, registration number: 64417827, tax identification number: 109771632, main activity code: 6920 – Accounting, bookkeeping and auditing; tax consulting, Resolution on granting a license to provide accounting services No. D-23-9060-22/23 (hereinafter: Provider) represented by entrepreneur Marija Đorđić, defines:

GENERAL TERMS AND CONDITIONS OF ACCOUNTING SERVICES

1 – INTRODUCTORY PROVISIONS

Article 1

These General Terms and Conditions of Accounting Services (hereinafter referred to as the General Terms and Conditions) shall apply, as general provisions, to each individual Accounting Services Agreement (hereinafter referred to as the Agreement), and they jointly constitute one contractual relationship regarding the provision of accounting services.

An integral part of these General Terms and Conditions is the Price List of Accounting Services published on the Provider's website at <https://experta.rs/usluge/> (hereinafter: Price List).

A legal entity and/or an entrepreneur who outsources the keeping of books of accounts and the preparation of financial statements to the Provider (hereinafter referred to as the Client) does so by means of an Agreement concluded exclusively under the conditions and in the manner set out in these General Terms and Conditions in accordance with Article 16 of the Law on Accounting.

If personal data is processed while keeping the books of accounts and while compiling the financial statements, the Law on Personal Data Protection, the Provider's Rulebook on Personal Data Protection and the special Personal Data Processing Agreement concluded by the Client, as the Controller, and the Provider, as the Processor, shall apply.

Nothing in the contractual relationship with the Client can be interpreted as a Provider's obligation to act within the deadlines that are shorter than the agreed ones, or without a Client's request or order when that request or order is necessary for the Provider's actions.

2- THE ACCOUNTING SERVICES

Article 2

The accounting services that the Provider undertakes to provide to the Client can be basic and additional accounting services.

Article 3

Basic accounting services are as follows:

(a) monthly accounting services, or more specifically:

- 1) Posting of business documents in the General Ledger (financial accounting)
- 2) Keeping a book of fixed assets, including the calculation of depreciation
- 3) Keeping a cash journal
- 4) VAT calculation
- 5) Calculation of salaries and benefits based on the contracts with natural persons, as ordered by the Client
- 6) Preparation and submission of the IOSI Form, for companies with 20 or more employees
- 7) Preparation and submission of DI1 report for the NBS, for companies with foreign equity
- 8) Accounting of business trips, as ordered by the Client
- 9) Accounting of tax liabilities and submission of electronic tax returns, as ordered by the Client
- 10) Checking of debts for taxes and contributions once a month
- 11) Preparation of open item statements once a year, as ordered by the Client
- 12) Preparation of the PPP-PO Form once a year
- 13) Producing a trial income statement once a year, as ordered by the Client
- 14) Submission of tax returns for local self-government, as ordered by the Client
- 15) Drafting of standard Rules on Accounting, as ordered by the Client
- 16) Answering short questions via e-mail up to 2 hours per month

(b) services concerning the preparation and submission of a regular annual financial report, which include the preparation, drafting and submission of a set of financial statements in accordance with Article 29 of the Law on Accounting.

Article 4

Additional accounting services are:

- 1) Registration, deregistration and change of employee data on CROSO
- 2) Preparation and submission of documentation to determine the status of an insured person
- 3) Completing model documents and forms (models documents, for example employment contract, lease agreement, annual leave decisions, bonus decisions are to be provided by the Client)
- 4) Completing data on the average earnings of an employee on the employee's bank forms
- 5) Calculation of sick leave over 30 days and preparation of documentation for reimbursement, according to calculation
- 6) Repeated salary calculation and amendment of the tax return for salary calculation, per employee
- 7) Repeated calculation and amendment of the tax return for VAT, profit tax or net income tax
- 8) Generation reports in JSON format from the Tax Administration portal on fiscal invoices that have been fiscalized for a certain period of time and conversion into an Excel document
- 9) Obtaining the POR form - with the preparation of documentation and all necessary visits to the Client and institutions
- 10) Submitting a request for transfer to another account and resolving wrong debits caused by the Client's or the Tax Administration's error;
- 11) Participating in tax control over 4 hours per month or after the termination of the contractual relationship
- 12) Corrections of errors in the books of accounts related to the period before the conclusion of the Accounting Services Agreement with the Client
- 13) Training of the Client's employees to perform certain jobs and/or use applications and services
- 14) Consulting in the domain of accounting and taxes for clients with a concluded agreement, over 2 hours per month
- 15) Preparation of additional income statement and profit tax amount, more than once a year
- 16) Preparation of trial balance, account cards and client cards for the needs of the bank or management, except for the reports covered by the offer and the Basic Agreement
- 17) Preparation of the short-form Related Party Transactions Report, per related party
- 18) Extraordinary financial report
- 19) Completing statistical reports of the Bureau of Statistics
- 20) Courier services
- 21) Electronic registration of entrepreneurs and companies that become Clients of the Provider
- 22) Recording of changes in the register of beneficial owners
- 23) Registration on the e-Invoice system
- 24) Calculation of salary and salary compensation charged to the employer, for Clients without an Accounting Services Agreement
- 25) Consulting from the domain of accounting and taxes for Clients without an Accounting Services Agreement.

The Provider can provide additional services to the Client, after accepting the Client's request, i.e. after accepting the Client's order, exclusively in accordance with the Provider's capabilities, at the prices specified in the Price List. In the response, the Provider shall inform the Client whether the Provider is able to accept the request or the order to provide the requested additional service and within what time frame.

Article 5

The Provider cannot contract with the Client, nor can the Client request the services to be provided by the Provider, unless they are stipulated by these General Terms and Conditions.

The Client is obliged to submit orders for the execution of certain contracted services to the Provider in a timely manner.

3 – FRAMEWORK FOR VALUATION AND PRESENTATION OF ITEMS IN FINANCIAL STATEMENTS

Article 6

Unless the Agreement (including any Annexes to the Agreement) expressly provides otherwise, when recognizing, evaluating, presenting, and disclosing items in individual financial statements of the Client, the Provider shall apply:

- a by-law issued by the minister in charge of financial affairs, which is based on general accounting principles if the Client is classified as a micro legal entity or an entrepreneur,
- International Financial Reporting Standard for Small and Medium-Sized Entities (hereinafter: IFRS for SMEs) if the Client is classified as a small and medium-sized legal entity or entrepreneur,
- International Financial Reporting Standards (hereinafter: IFRS) if the Client is classified as a large legal entity or entrepreneur.

Classification of Clients into micro, small, medium-sized, and large legal entities is carried out according to the provisions of Article 6 of the Law on Accounting.

4 – KEEPING BOOKS OF ACCOUNTS

Article 7

The Provider shall keep the books of accounts through automatic data processing on a personal computer, using double-entry bookkeeping system, on software packages that the Provider independently selects.

Books of accounts include the General Ledger and General Journal.

5 – SUBMISSION OF ACCOUNTING DOCUMENTS FOR POSTING

Article 8

The Client is obliged to submit the accounting documents for posting no later than five working days from the date of occurrence of the business change documented by the accounting document, i.e. within five working days from the date when the Client received the accounting document issued by a third party.

Article 9

Accounting documents and data relevant for the calculation of the VAT liability, submitted after 5 working days before expiration of the deadline for submitting the VAT return, shall not be taken into account when calculating the VAT liability for the given tax period.

Article 10

The Client is obliged to submit the accounting documents to the Provider of accounting services for posting in electronic form, via e-mail or through digital file storage and sharing services at the Service Provider's discretion.

Article 11

Accounting documents submitted by the Client for posting in the form of scanned documents must be clear, legible, and complete, without blank pages and the like. In case the document consists of several sheets, each sheet must be scanned. The Provider shall not process a document that is (in whole or in part) illegible, or that is unclear or part of which is obscured.

Article 12

The originals of all accounting documents submitted electronically, shall be:

- duly marked by the Client with reference numbers from the accounting records, to be provided by the Provider,
- duly stored; and
- duly kept in the Client's business premises, if the documents were created in paper form, or in digital files, if they are electronic documents.

Article 13

Exceptionally, the Client can submit accounting documents in paper form. In that case, the accounting documents are submitted either in original or in photocopy, without the possibility of combining these two ways.

Article 14

If the accounting documents are submitted in photocopy, the Client is obliged to properly mark the originals of all accounting documents with reference numbers from the accounting records, which shall be provided by the Provider, and to store and keep them in its business premises. In terms of Article 9 paragraph 5 of the Law on Accounting, a photocopy of an accounting document is the basis for posting a business change, provided it indicates the place of storage of the original document and provided it is verified by the responsible person of the Client, who confirms its authenticity with his/her signature or other identification mark.

Article 15

A client who submits documentation electronically cannot submit documentation in hard copy during the same business year, and vice versa.

The Client is responsible to ensure that the same accounting document is not submitted for posting twice. In case this happens, the Provider shall not be responsible for the consequences of such errors.

Article 16

The Client is obliged to, in accordance with Article 10 of the Law on Accounting, to designate a responsible person who should check the credibility of each accounting document before handing it over to the Provider for posting.

Article 17

By the very act of submitting an accounting document to the Provider for posting in electronic form or by making it available to the Provider for viewing and downloading from various digital file storage and sharing services, it shall be deemed that the responsible person designated by the Client, in the sense of Article 10 of the Law on Accounting, has checked the credibility of the document and determined that the accounting document is credible (complete, true, mathematically correct and that it credibly shows the business change), and that it can be entered in the Client's books of accounts.

Article 18

If the Client regulates the procedure of control of credibility of accounting documents by a general act in a manner different from the one described above, the Client is obliged to inform the Provider of accounting services thereof in writing.

Article 19

In accounting documents related to business changes with related parties, in terms of Article 59 of the Law on Corporate Income Tax and/or Article 36 of the Law on Personal Income Tax, the Client is obliged to indicate "related party". If the accounting document does not contain the indication "related party", it is understood that the person who participated in the business change is not a related party.

Article 20

Following the completion of all work related to the processing of documentation from one business year, the Client, who submitted the documentation in paper form during the year, in the original, is obliged to collect the accounting documents at the Provider's premises at the first request of the Provider and to keep them in accordance with the regulations.

Article 21

Keeping of documentation, books of accounts and financial reports is entirely the responsibility and obligation of the Client. The manner, place, and persons responsible for keeping the documentation shall be decided upon exclusively by the Client.

6 – DEADLINES FOR THE PREPARATION OF REPORTS AT CLIENT'S REQUEST

Article 22

The deadline for the preparation of periodic internal financial statements at the request of the Client, if such preparation is contracted, is 7 working days from the day when the last document related to business changes and transactions that need to be included in the report was submitted for posting, unless agreed otherwise.

Article 23

The deadline for preparing an *ad hoc* report (e.g. trial balance for the needs of the bank, the Client's management, etc.) is 10 working days from the day of submitting the request for the preparation of report,

provided all the documentation for the relevant report has been posted on the day of submitting the request for the preparation of report, i.e. 10 working days from the delivery of the last document related to business changes and transactions that need to be covered by the report.

7 – RECONCILIATION OF MUTUAL CLAIMS AND LIABILITIES WITH CLIENT’S BUSINESS PARTNERS

Article 24

For reconciling the Client’s mutual claims and liabilities with its debtors and creditors, in the sense of Article 22 of the Law on Accounting, the Provider shall deliver to the Client, upon the latter’s request, the open item statements and, if necessary, analytical cards.

Article 25

The mere exchange of documentation for reconciliation, telephone communication and electronic correspondence with the Client’s business partners is the sole responsibility of the Client.

Article 26

The Provider closes the open items of receivables and liabilities in the accounting software in which it maintains the Client’s business books in a way that is predefined by the algorithm of the accounting software.

8 – NON-DISCLOSURE OF TRADE SECRETS

Article 27

All information that is in any way related to the Client’s business or the provision of services by the Provider, regardless of the type and form of that information, is a trade secret (hereinafter referred to as the Trade Secret). Information that is fully available to the public, or that the Client independently made available to an unlimited number of persons, is not considered a trade secret.

The Provider shall keep the Trade Secret confidential and shall not make it available to any third party without the prior, express, written consent of the Client.

An exception to the obligation to keep Trade Secrets shall exist only in the event that, based on compulsory regulations, there is an obligation to make such information available to judicial or other state authorities.

The obligation to keep the Trade Secret shall continue to exist even after the termination of the contractual relationship between the Provider and the Client, for an unlimited term.

9 – DUE PROFESSIONAL CARE

Article 28

The Client is obliged to inquire about the type and amount of its tax liabilities, especially value added tax, taxes and contributions on salaries, profit tax and net income tax.

Article 29

The Client is obliged to inquire about the balance of assets, liabilities, income, and expenses in its books of accounts and financial statements, about the implications of accounting and tax liabilities on its business.

The Client is obliged to read the content of the messages delivered to the Client by the Provider from time to time electronically (e.g. through periodic e-mail newsletters and messages within the Viber group “EXPERTA - Info channel”), which refer to news from the field of accounting, reminders for certain accounting terms and the like.

Article 30

In accordance with its own business policy, the Provider may, but is not obliged to, inform the Client about the news, deadlines, and liabilities in the field of accounting and taxes, to the e-mail address and/or mobile phone number provided by the Client.

10 – SERVICE FEES

Article 31

Fees for basic accounting services are agreed according to the type and scope of services, with each Client individually.

Article 32

Due dates and conditions of payment are defined by the Agreement and its possible annexes.

Article 33

For the month in which the Agreement was concluded, i.e. regardless of when the Provider's obligations begin to run during the month, the Provider is entitled to the full amount of the contracted monthly fee for services.

The provider shall be entitled to the agreed remuneration for the preparation and submission of the regular annual financial statements, regardless of the duration of the contractual relationship in the relevant year for which the relevant statements are prepared.

The service Provider has the right to increase the fee for basic accounting services during the validity term of the contractual relationship due to a change in the type, scope and complexity of the tasks it performs in order to provide services to the Client, which shall be subject to a separate Annex to the Agreement.

11 – CONSEQUENCES OF DELAYED PAYMENT OF FEES

Article 34

The payment term referred to in the Agreement is considered its essential element.

In case the Client is late in paying any of its financial liabilities (or part thereof) to the Provider, the Provider has the right to suspend the provision of contracted services until the moment of settlement.

In case the Client is late in paying any of its financial liabilities (or part thereof) due to the Provider for more than 20 calendar days from the date of payment due date, it shall be considered that the Client has unilaterally terminated the Agreement on that day, without any notice period (immediate termination). The Provider shall send an e-mail message to the Client noting the termination of the Agreement by the Client, unless, in the meantime, the Provider and the Client have agreed to extend the payment due date, in writing.

12 – LIMITATION OF SERVICE PROVIDER'S LIABILITY

Article 35

The Provider is liable for any damage suffered by the Client only in the case of intent or gross negligence on the part of the Provider as regulated by the Law on Contracts and Torts.

Article 36

Under no circumstances shall the Provider be liable for any damage resulting from any omission of the Client, including but not limited to the following situations: (a) when the Client, due to non-compliance with legal and/or contractual deadlines for submission of (i) accounting documents and/or (ii) orders for the execution of certain accounting services and/or (iii) necessary information; and/or (b) when the Client due to the submission of (i) incorrect and/or (ii) incomplete data, puts the Provider in a situation where the Provider cannot perform the entrusted tasks in a timely manner or perform them within shorter terms than the agreed ones.

Article 37

In no case shall the Provider be responsible for any damage resulting from incorrectly calculated liabilities for taxes, contributions, and other Client's liabilities, if the incorrect amount of the calculated liability is a consequence of a failure to deliver or untimely delivery of accounting documents and information or delivery of incomplete accounting documents.

Article 38

The Provider shall not bear any responsibility for unpaid or untimely paid taxes, contributions, and other financial liabilities of the Client.

Article 39

Under no circumstances shall the Provider be liable for any damage resulting from the Provider's actions in accordance with the views of the professional public or part of the professional public in the application of the provisions of laws and by-laws that are insufficiently precise and consequently, in practice, there are different interpretations and actions in the same or similar situations.

The Client and the responsible person of the Client shall be responsible for all possible omissions and illegal actions in the field of the Client's activities, as well as for the errors and omissions in the business documentation that the Client submitted to the Provider for processing, which affect the keeping of books of accounts and are reported in the books of accounts.

Article 40

The Provider shall not be obliged to check whether the Client has lost the right to tax benefits of any kind (subsidies from the Tax Administration, the National Employment Service, COVID benefits, benefits provided by the Law on Personal Income Tax and the Law on Mandatory Social Security Contributions, etc.) and shall not be responsible if the Client loses the right to benefits and does not take the necessary actions provided for such cases.

Article 41

The Provider shall under no circumstances be responsible for the consequences that arise for the Client in case the Client unilaterally terminates the Agreement or the Provider temporarily suspends the provision of services in accordance with these General Terms and Conditions, including any damage that may result from these reasons.

Article 42

The Provider is obliged to have a valid professional liability insurance contract with the insurance company of its own choice during the provision of services.

Under no circumstances shall the possible damage for which the Provider may be liable to the Client exceed the amount that the Insurance Company (with which the Service Provider has concluded a Professional Liability Insurance Agreement) undertakes to compensate the Client.

Article 43

In all cases, the Provider shall not be liable for the damage resulting from a case of force majeure (natural phenomenon (e.g. natural disaster) or human action (state of war, strike, riots, etc.) which is not due to the Provider's fault, which could not have been foreseen or eliminated, and which prevented the Provider from fulfilling its obligation with its extraordinary power of action.

13 – AGREEMENT CANCELLATION

Article 44

The Agreement can be terminated by mutual consent or by a unilateral declaration of will of one of the contracting parties, with a notice period of 30 calendar days, except in the case of immediate termination by the Client as described in the section CONSEQUENCES OF DELAYED PAYMENT OF FEE of these General Terms and Conditions.

Article 45

The day of termination is deemed to be the day when the obligations of the Provider under the Agreement cease to apply, regardless of whether it is the day defined by the Provider and the Client in the Agreement on Termination, or the day of expiry of the notice period in the case of unilateral termination, or whether it is the day of immediate termination (hereinafter referred to as the Day of Termination).

The notice period begins on the day the notice of agreement termination is submitted in writing, or by sending the notice of agreement termination electronically to the other contracting party. It shall be considered that the notice of agreement termination has been duly delivered within 3 calendar days from the day it was sent to the e-mail address of the contracting party specified in the Agreement and/or registered on the Serbian Business Registers Agency website.

On the day the notice period expires, the Provider's obligation to post the Client's business changes for which the Client has not submitted the accounting documents to the Provider at least 7 working days before the notice period, shall expire. From that day, the Provider has no obligation to compile or submit to the competent state authorities the financial reports, tax returns, calculations and statistical or any other reports related to the period for which the Agreement was valid, unless the last day of the statutory deadline for their submission has expired by the last day of the notice period, but it is already the Client's obligation from the day the notice period expires.

Within 30 calendar days from the day of termination, the Provider shall (in electronic form) submit to the Client the General Ledger, the Journal and trial balance with the balance as at on the date of Agreement termination.

Article 46

In case the Client submitted the documentation to the Provider in paper form during the contractual relationship with the Provider (hereinafter: Paper Documentation), the Client shall, within 30 calendar days from the Termination Date:

- take over the Paper Documentation at the Provider's premises, or
- inform the Provider about the person (including another provider of accounting services) who shall take over the Paper Documentation within the specified period, or
- pay in advance the costs of sending the Paper Documentation to the address specified by the Client as the delivery address of the Paper Documentation.

The Client's failure to perform its duty within the specified period, in any of the three ways mentioned above, shall be construed as the express Client's order given to the Provider to throw away the Paper Documentation, regardless of the application of the Law on Archival Material and Archival Activities and other regulations, and thus releases the Provider from any liability for any damage that the Client may suffer as a result of acting on such an express order of the Client.

Article 47

Within 60 days from the date of Agreement termination, the Client is obliged to withdraw the authorizations for employees of the Service Provider who were authorized to use the electronic services of state institutions (eTaxes, CROSO, LPA, etc.) as the Client's tax proxies.

14 – TRANSITIONAL AND FINAL PROVISIONS

Article 48

These General Terms and Conditions shall enter into force on the eighth day from the date of their adoption, i.e. publication.

On the same day, the Provider shall electronically deliver these General Terms and Conditions together with the draft text of the Agreement (made in accordance with these General Terms and Conditions) to all Clients with whom the Provider has a contractual relationship on that day.

If the Client with whom the Provider has a contractual relationship on the date of adoption, i.e. publication of these General Terms and Conditions, agrees with the General Terms and Conditions and the Agreement, such Client is obliged to deliver the signed Agreement to the Provider within 8 days from the date of delivery. Otherwise, it shall be deemed that the Client does not agree and has unilaterally terminated the contractual relationship, in accordance with the rules on termination referred to in the existing agreement.

Article 49

The Provider is entitled to unilaterally change the provisions of these General Terms and Conditions, which shall be notified by the Provider to the Client electronically on the same day, and thus amended provisions shall start to apply on the eighth day from the day of such notification.

The Provider may translate these General Terms and Conditions in one or more foreign languages. In cases of discrepancies between the versions of these General Terms and Conditions in Serbian and other languages, the provisions from the Serbian version shall be applied.

In Belgrade,
Defined and announced on 10th August 2023
Shall enter into force on 18th August 2023

Marija Đorđić PR Računovodstveni Poslovi Beograd
Marija Đorđić, entrepreneur