

POWER OF ATTORNEY

I, the undersigned,

authorise: **Law firm VESENJAK**
Ul. Vita Kraigherja 5/V, p.p. 1516
SI-2000 Maribor

to provide legal assistance in accordance with the regulations governing attorneyship and the general terms and conditions for legal services, in particular to represent me in proceedings before courts and other state bodies, to represent me in matters before legal persons, institutions, institutes, civil legal and natural persons, to reach settlements and conclude contracts on my behalf, to legally bind me and to confirm the settlement of my claims.

This Power of Attorney also includes the receipt of decisions and invitations, the applications of counterparties and other letters after the Power of Attorney is granted and in connection with the matter in which the Power of Attorney is given.

The Power of Attorney also includes the acceptance of money and other valuables on behalf of the client and the express authorisation to represent the client in a settlement hearing and to reach a court or out-of-court settlement.

The Power of Attorney *does not* include the verification of data regarding bankruptcy, composition or liquidation proceedings, unless specifically stated in the Power of Attorney.

This Power of Attorney also applies to proceedings before the first and second instance courts.

I specifically authorise the attorney:

I confirm that I am aware that I have to explain all the facts and circumstances in connection with the matter to the attorney and to provide all evidence, upon the signing of the Power of Attorney, that I am familiar with the estimate of the costs of representation and the rough estimate of the outcome of the proceedings and that I have been warned of the consequences if statements and evidence are not presented and submitted by the deadlines defined in regulations or at the request of the attorney.

If I do not present all the facts and provide all the evidence I have within the time limits referred to in the previous paragraph, the attorney is not obliged to represent me or may terminate this Power of Attorney and he/she is not liable for damage caused by my inactivity.

I undertake to pay, on request and without any delay, for all legal services according to the attorneys' price list or to a written agreement for legal and business consulting services, as well as for the costs of the work performed.

I accept the charging of services according to a higher or foreign tariff if so defined in the general terms and conditions for legal services or the Attorney Fee Tariff.

Another arrangement for the charging of legal services is only permitted if agreed in writing, in which case, the provisions of this agreement for legal and business consulting services or the latest general terms and conditions for legal services shall apply.

I undertake that in the event of any change to my contact information, I will notify the attorney immediately or within 48 hours of the change about my new data and where to reach me, otherwise the attorney shall not be responsible for damage caused by the submission of incorrect data.

I agree that the attorney sends all his/her correspondence by unregistered mail or to the email address in the statement.

I state that the attorney has familiarised me with the unpredictable outcome of proceedings and that he/she shall only be obliged to provide representation with all professional diligence and does not guarantee success.

In the event of any disputes arising from this Power of Attorney, the authoriser and the authorised person agree that the competent court shall be the court of the registered office of the attorney and that Slovenian law shall be applied.

Maribor,

Authoriser:

The Power of Attorney and
representation accepted by:

POOBLASTILO

Podpisani:

pooblaščaj: **Odvetniška družba VESENJAK, o.p., d.o.o.**
Vita Kraigherja 5/V, p.p. 1516
SI-2000 Maribor

da mi daje pravno pomoč po predpisih o odvetništvu, in splošnih pogojih poslovanja odvetnika, zlasti da me zastopa v postopkih pred sodišči in drugimi državnimi organi, da me zastopa v zadevah pred pravnimi osebami, ustanovami, zavodi, civilnimi pravnimi in fizičnimi osebami, da v mojem imenu sklepa poravnave in pogodbe, da me pravno veljavno zavezuje in potrjuje zadostitev mojih zahtevkov.

Pooblastilo obsega tudi sprejem odločb, vabil, vlog nasprotnih strank in drugih pisanj, potem ko je dano pooblastilo in v zvezi z zadevo, v kateri je pooblastilo dano.

Pooblastilo obsega tudi sprejemanje denarja in drugih vrednosti za stranko in izrecno pooblastilo za zastopanje na poravnalnem naroku in sklenitev sodne ali izvensodne poravnave.

Pooblastilo *ne* obsega preverjanja podatkov o stečajnem postopku, postopku prisilne poravnave ali likvidacijskem postopku, razen če ni to v pooblastilu posebej navedeno.

To pooblastilo velja tako za postopek pred sodiščem I. in II. stopnje.

Odvetnika posebej pooblaščaj:

Potrjujem, da me je odvetnik seznanil, da mu moram pojasniti vsa dejstva in okoliščine v zvezi z zadevo in mu predložiti vse dokaze ob podpisu pooblastila, da sem seznanjen s približno oceno stroškov zastopanja in grobo oceno izida postopka in da sem opozorjen na posledice, ki nastanejo v primeru, če navedbe in dokazi niso navedeni in predloženi v rokih, ki jih določajo predpisi ali na poziv odvetnika.

Če odvetniku ne navedem vseh dejstev in predložim dokazov, s katerimi razpolagam v rokih, navedenih v prejšnjem odstavku, odvetnik ni dolžan prevzeti zastopanja oz. lahko pooblastilo odpove, niti ni odgovoren za škodo, ki nastane zaradi moje neaktivnosti.

Zavezujem se, da bom poravnal na poziv in brez zamude vse odvetniške storitve po odvetniški tarifi oziroma sklenjenem dogovoru o opravljanju pravnih in poslovno svetovalnih storitev ter stroške in izdatke za izvršena opravila.

Za vsa opravila, za katera splošni pogoji poslovanja odvetnika ali Odvetniška tarifa dopušča obračun storitev po povečani ali tuji tarifi, priznam tudi takšen obračun.

Drugačen dogovor o višini odvetniških storitev je dopusten le v primeru, da je sklenjen pisno, in v tem primeru veljajo določila dogovora o opravljanju pravnih in poslovno svetovalnih storitev oziroma objavljeni splošni pogoji odvetnika.

Zavezujem se, da bom odvetniku v primeru spremembe kontaktnih podatkov, nemudoma, najkasneje pa v roku 48 ur po spremembi podatkov sporočil nove podatke, kjer bom dosegljiv, sicer je odvetnik prost vsakršne odgovornosti za škodo nastalo zaradi neposredovanja točnih podatkov.

Soglašam, da mi odvetnik vsa pisanja posreduje z nepriporočeno pošto pošiljko ali na elektronski naslov naveden v izjavi.

Izjavljam, da me je odvetnik seznanil, da je izid postopka nepredvidljiv in se je zavezal le za zastopanje z vso profesionalno skrbnostjo in ne za uspeh.

Za spore, ki utegnejo nastati iz tega pooblastilnega razmerja, se pooblastitelj in pooblaščenec dogovorita za pristojnost sodišča po sedežu odvetnikove pisarne in uporabo prava Republike Slovenije.

Maribor, dne

Pooblastitelj:

Sprejem pooblastilo in zastopstvo