

January 2019

Terms and conditions

1. Legal Counsel.

- 1.1. Eurojuris Aalborg offer legal counsel in accordance with the rules laid down by the Danish Bar and Law Society, including rules on professional conduct and ethics. The firm is subject to the supervisory and disciplinary system laid down by the Danish Bar and Law Society and to the rules on good practice for legal practitioners. For further information in relation to this, please see the website www.advokatsamfundet.dk

2. Confidentiality

- 2.1. All employees with Eurojuris Aalborg are covered by the obligation of professional secrecy. All information received from or about the client in relation to work carried out on behalf of the client is confidential and subject to the obligation of professional secrecy. The obligation of professional secrecy shall apply both during the handling of the case and afterwards, not excepting employees who may have left their position with Eurojuris Aalborg.

3. Legal Fee Calculation, Invoicing and Guarantee.

- 3.1. Eurojuris Aalborg shall calculate legal fees according to the principles laid down by the Danish Bar and Law Society. This will assure that the fees are fair in relation to the extent of the work, the involved assets, the involved responsibility, the complexity of the case, the competencies of the legal practitioners, the duration of the procedure and the result achieved for the client.
- 3.2. The above principles also offer the opportunity to conclude an agreement with the client to calculate the fee according to agreed rates based on hours and time spent. Usually, Eurojuris Aalborg prefer such agreements as they increase transparency for both our clients and us.
- 3.3. The hourly rates of Eurojuris Aalborg for legal practitioners vary from DKK 1,755 to 3,515 plus VAT, DKK 2,175 – 4,375 + VAT, depending on the nature of the case and the experience of the legal practitioner or legal practitioners working on the case.

The hourly rates for assistant attorneys vary from DKK 1.100 to 1.755 + VAT, depending on the nature of the case and the experience of the assistant attorney.

The hourly rates for legal secretary assistance vary from DKK 400 to 800 + VAT, DKK 500 to 1,000 + VAT, depending on the nature of the case and the experience of the secretary.

The hourly rates for other legal personel is DKK 550 + VAT.

- 3.4. In case of standard cases or well defined cases, such as formation of a limited liability company, purchase of immovable property or preparation of a will, a lump sum can be

- agreed, or Eurojuris Aalborg can prepare an estimate of the legal fees involved.
- 3.5. In Denmark, legal fees are not allowed to be based on a share of the achieved result.
 - 3.6. Eurojuris Aalborg will forward invoices on a monthly basis unless other invoicing terms have been agreed with the client. Besides, invoices will be forwarded when a part decision is made, such as a decision from an appeals or complaints board or a decision regarding an application for free legal aid or legal expense insurance.
 - 3.7. When a case is tried by several courts, an invoice will be forwarded for each court decision.
 - 3.8. VAT will be added to the invoice according to applicable rules.
 - 3.9. Payment terms will be 8 days net from date of invoice. In case of delayed payment, interest will be charged using the rate of interest determined by the Danish Interest Act.
 - 3.10. Usually, Eurojuris Aalborg shall require payment of amounts covering expenses to be paid. Furthermore, we shall require guarantee for our legal fees, etc. by way of a cash deposit which will be paid into a client account and will be treated as client funds.
 - 3.11. In case certain conditions are met, free legal aid for a case or part of a case may be granted. To the extent that free legal aid is granted, the legal fees will be paid by the public authorities, and Eurojuris Aalborg shall not invoice the client for the work covered by the free legal aid. For the part of the case not covered by the free legal aid, Eurojuris Aalborg shall invoice the client according to the above-mentioned principles, unless otherwise agreed with the client.
 - 3.12. In case certain conditions are met, legal expense insurance may be taken out through the client's insurance company covering a case or part of a case. For the part of the case covered by the legal expense insurance, Eurojuris Aalborg can only invoice the client for the amount specified in the excess clause of the insurance terms. If the maximum of the legal expense insurance does not cover the total costs of the case including the legal fee, the legal fee exceeding the maximum of the legal expense insurance shall be calculated according to the above-mentioned principles, unless otherwise agreed with the client. The same terms shall apply to the part of the case not covered by the legal expense insurance.
 - 3.13. If a lawyer at Eurojuris Aalborg is assigned as a counselor by the Danish Courts in a criminal proceeding, the Danish Courts itself decide upon the legal fees. The fee is fixed at a designated rate set by the High Court of Denmark. The State of Denmark pays our salary. Furthermore, if the client is acquitted, the State of Denmark will pay the legal fees in full. Contrary, if the client is convicted, the State of Denmark will claim our fees at their disposal directly from the client.
 - 3.14. If a lawyer at Eurojuris Aalborg is assigned as a counsel for the aggrieved party in a criminal proceeding, the State of Denmark or the clients' legal aid insurance coverage will pay our fees. In addition, if an insurance covers our fees, the client will face no excess nor penalty in the premium.

4. Client Funds

- 4.1. All client funds paid to Eurojuris Aalborg will be managed in accordance with the rules of the Danish Bar and Law Society, and will be paid into a client account.
- 4.2. An amount in excess of 100.000 EUR equal to approximately 750.000 kr. deposited onto a client account at a financial institution is not protected against any bankruptcy proceedings. Thus, it can be necessary to agree on creating several individual client accounts in

- different financial institutions, if all assets are to be protected from the risk of bankruptcy.
- 4.3. Financial institutions could demand additional fees in regard to opening, maintenance, transfers and annulment of an account.
 - 4.4. Additional fees and the risk of bankruptcy is a liability of the client. Eurojuris Aalborg or any participating law firms are not liable for potential loss, cf. 4.2, 4.3 and chapter 7 of these terms and conditions.

5. Communication

- 5.1. Eurojuris Aalborg are prepared to communicate via email. These emails are not encrypted. All data transmitted to us via email will be filed electronically.
- 5.2. In all exchange of information via email including confidential information, there is an inherent risk of disclosure to other persons, for which Eurojuris Aalborg cannot be held responsible. Eurojuris Aalborg or any participating law firm are not liable of such actions, cf. chapter 7.
- 5.3. All digital communication, handling of digital information and deletion of information, fully complies with Danish legislation as well as the European directive on General Data Protection Regulation.

6. Laundering, etc.

- 6.1. The Danish Act on Preventive Actions against Profit Laundering and Financing of Terrorism requires that legal practitioners demand identification from their clients when entering into certain business relationships.
- 6.2. In case the client is an individual, the identification shall include name, address and civil reg. number or other similar documentation, if the individual does not have a civil reg. number.
- 6.3. In case the client is a company, the identification shall include name, address and CVR number or other similar documentation, if the company does not have a CVR number. The ownership and management structure of the company shall be presented, and the actual owners of the company shall be identified, unless the client or the immediate owner of the company is a company which ownership shares can be traded in a controlled market.
- 6.4. Consequently, Eurojuris Aalborg shall ask their client for identification according to paragraphs 6.2 and 6.3 when entering into a business relationship with the client

7. www.minretssag.dk

- 7.1. Civil law suits are now filed digitally at www.minretssag.dk. It is possible for the client to access all information regarding the specific case. The client is notified whenever any preparatory work has been done. Moreover, the client is given the opportunity to create their own posts and/or statements within the case file. However, if an attorney at Eurojuris Aalborg represents the client, it is expected that the client will not use this feature in the portal. Instead, the attorney will carry out all necessary actions whilst the client is sufficiently informed throughout the process. This ensures a professional handling and service of the case, the margin of errors is limited, ultimately resulting in a lower time consumption reflected in the attorneys salary.

8. Liability, disclaimer and insurance.

- 8.1. Advokatfirma Eurojuris Aalborg is a group of independent law firms sharing office facilities; Advokataktieselskab Kragbak & Olesen, cvr-nr. 30568346, KOMPLEXT ADVOKATER, cvr-nr. 30568346 and Advokatfirma Jens Rye-Andersen, cvr-nr. 20008687. All law firms have its insurances in HDI-Gerling, Indiakajvej 6, 1. 2100 København Ø.
- 8.2. Each law firm in this office facility is only liable for its own work. Thus, Advokataktieselskab Kragbak & Olesen is not liable for Advokatfirma Jens Rye-Andersens work and vice versa.
- 8.3. The parties of Eurojuris Aalborgs liability is limited to direct losses. Eurojuris Aalborg is not liable for indirect losses and consequential damages, such as loss of profit, negative intrests, data and goodwill.
- 8.4. The parties of Eurojuris Aalborg are not liable for services provided or performed by third parties, hence foreign attorneys, even despite our office established the contact.

9. Records

- 9.1. Eurojuris Aalborgs shall keep documents of a case in their records for 3 years as from the completion of the case, after which the documents will be destroyed. In the document records will be kept copies of judgments and other decisions as well as signed agreements and other signed documents that Eurojuris Aalborg have contributed to preparing. The right of changing to electronic files in full reserved
- 9.2. If it is required under the European Directive on General Data Protection Regulation or Danish legislation, any information will be deleted in before the 3-year period has expired.

10. Termination of Cooperation.

- 10.1. Eurojuris Aalborg forbeholder sig at holde op med at repræsentere en klient, for eksempel, men ikke begrænset til hvis klienten ikke foretager indbetalinger i overensstemmelse med nærværende forretningsbetingelser, hvis etiske forhold gør det nødvendigt at afbryde samarbejdet, eller hvis reglerne om forebyggelse af hvidvask m.m. hindrer fortsat samarbejde.

11. Choice-of-law and venue.

- 11.1. Any legal dispute arising as of or out of contracts or services provided by Eurojuris Aalborg, Advokataktieselskab Kragbak & Olesen, KOMPLEXT ADVOKATER or Advokatfirma Jens Rye-Andersen are to be settled within Danish legislation. The Danish acts on international private law are not applicable. The Court in Aalborg will settle any disputes.
- 11.2. If the case is brought before a High Court in first instance, the case shall be settled by the Western High Court.