

March 2023

## Terms and conditions

### 1. Legal Counsel.

- 1.1. Eurojuris Aalborg Law Firm A/S 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](http://www.advokatsamfundet.dk)

### 2. Confidentiality

- 2.1. All employees with Eurojuris Aalborg Law Firm A/S 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 Law Firm A/S.

### 3. Legal Fee Calculation, Invoicing and Guarantee.

- 3.1. Eurojuris Aalborg Law Firm A/S 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 Law Firm A/S' attorneys vary from DKK 1.880,00 to DKK 3.515,00 + VAT, DKK 2.350,00 – 4.375,00 including VAT, depending on the nature of the case and the experience of the attorney(s) working on the case.

The hourly rates for assistant attorneys vary from DKK 1.100,00 to 1.900,00 + VAT, DKK 1.375,00 – 2.375,00 including VAT, depending on the nature of the case and the experience of the assistant attorney working on the case.

The hourly rates for legal secretary assistance vary from DKK 400,00 to 800,00 + VAT, DKK 500,00 to 1,000,00 including VAT, depending on the nature of the case and the experience of the secretary.

The hourly rates for other paralegals are DKK 550,00 + VAT, DKK 687,50 including 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 Law Firm A/S 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 Law Firm A/S are entitled to bill ongoing cases monthly, unless other billing terms are specifically agreed upon. Eurojuris Aalborg Law Firm A/S are also entitled to bill any ongoing case once there is an initial ruling in a given case. In any case Eurojuris Aalborg Law Firm A/S's will bill any outstanding salary, once there have been made a final ruling in the case.
  - 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 Law Firm A/S 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 Law Firm A/S 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 Law Firm A/S 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 Law Firm A/S 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 Law Firm A/S 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 Law Firm A/S 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 Law Firm A/S 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 EUR 100.000,00 equal to approximately DKK 750.000,00 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 Law Firm A/S are not liable for potential loss, cf. 4.2 and 4.3 of these terms and conditions.

## **5. Communication**

- 5.1. Eurojuris Aalborg Law Firm A/S prefers to communicate via email. As a rule, these e-mails are not encrypted, unless the shared information is particularly sensitive or the specific client requests that all e-mail correspondence is 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 Law Firm A/S cannot be held responsible. Eurojuris Aalborg Law Firm A/S are not liable of such actions..
- 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-no. or other similar documentation, if the company does not have a CVR-no. 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 Law Firm A/S 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](http://www.minretssag.dk)**

- 7.1. Civil law suits are now filed digitally at [www.minretssag.dk](http://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 Law Firm A/S 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 han-

dling and service of the case, the margin of errors is limited, ultimately resulting in a lower time consumption reflected in the attorney's salary.

## **8. Liability, disclaimer and insurance.**

- 8.1. Eurojuris Aalborg Law Firm A/S has CVR-no. 30568346. The law firm is insured in HDI-Gerling, Indiakajvej 6, 1. 2100 København Ø.
- 8.2. Each lawyer – as well as the company as such - is only liable for his or her own work.
- 8.3. The parties of Eurojuris Aalborg Law Firm A/S' liability is limited to direct losses. Eurojuris Aalborg Law Firm A/S is not liable for indirect losses and consequential damages, such as loss of profit, negative intrests, data and goodwill.
- 8.4. Eurojuris Aalborg Law Firm A/S 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 Aalborg Law Firm A/S will keep any physical or digital case files in a minimum of 5 years from the time that the case is closed in our system. The main purpose of this is to comply with the rules regarding storage of accounting material in the Danish accounting act as well as the rules regarding storage of information obtained in compliance with the Danish money laundering act.

In any cases with a potential liability for the individual lawyer or the law firm as such, the case files will be kept for 10 years after the case is close to ensure that no case files are deleted or destroyed before any potential liability is statute-barred.

Accordingly, any physical case files will be destroyed while the digital case files will be deleted from our server, once we no longer need to store them due to the abovementioned reasons.

Eurojuris Aalborg Law Firm A/S reserves the right to solely use digital case files in the future.

## **10. Termination of Cooperation.**

- 10.1. Eurojuris Aalborg Law Firm A/S reserve the right to terminate the cooperation with a client in a given case i.a. if terms of payment aren't met, if ethical reasons oblige us to do so or if the rules of money laundering etc. prevents continued cooperation.

## **11. Choice-of-law and venue.**

- 11.1. Any legal dispute arising as of or out of contracts or services provided by Eurojuris Aalborg Law Firm A/S 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.