AUMENTO LAW FIRM’S TERMS OF SERVICE

The following terms of service are applicable to any task which the client requests any of the independent lawfirms at Aumento Law Firm in aiding with a solution, unless otherwise agreed upon in writing.

THE TASK’S RECEIVEMENT

Task-description. When receiving a case, we will generally reply with a letter of acknowledgement and a description of the task. Unless the client expresses wish here of, we may choose not to send such a letter of acknowledgement, in instances where the client is an entrepreneur and already has sent us a description of the task, if the task is not substantial or if the task at hand must be dealt with immediately.

Interest conflicts. When we receive a task, we ensure compliance with the Danish Bar and Law Society’s rules and regulations together with our internal interest conflict procedures to ensure that there is no disqualification or interest conflict present. Should there occur any disqualification or interest conflict during the case which leads to us needing to relinquish the case, we will gladly help in referring the client to a different attorney.

Personally identifiable information and money laundering. Like all other lawfirms, we are covered by the law regarding preventative measures against money laundering. Compliance with the law obligates us to gather personally identifiable information from both new and existing clients that have not before given personally identifiable information to us.

SALARY AND PAYMENT

Salary. Aumento Law Firm tries to complete every task at a salary that is commensurate with the case’s value and the assistance delivered to acquire a solution to the task at hand. Therefore, we always strive to handle the current task at the right level.

The setting of renumeration for an attorney shall happen based on multiple different parameters. In compliance with common Danish practice in calculating our salary, we take into account the time that is spent on the task, the degree of specialist knowledge the task’s solution has required, the involved attorney’s and assistant attorney’s experience, the value of the assets involved, the task’s importance to the client, the achieved result and the responsibility connected to the task’s solution. It can be difficult to estimate a renumeration based on the above parameters when receiving the task but in compliance with the Danish Bar and Law Society’s rules, we will deliver at request when receiving the case or later request – though always to consumers – a reasoned estimate and information regarding the expected expenses and taxes. Should it happen that we suspect the total salary to exceed the estimate we will inform the client as soon as possible. It can furthermore be agreed that the client is informed each time a certain amount interval is exceeded.

Invoicing. We will usually issue an invoice once the task is completed. Long-term tasks are settled on an on-account basis at short or long intervals most often every month or every third month or every sixth month unless other otherwise agreed upon. The payment terms are eight days from the invoice date and VAT will be added according to applicable rules. We will calculate interest rates upon delayed payment in compliance with the provisions of the Danish Late Payment of Commercial Debt Act.

Payment in advance. If we receive payment in advance for salary, expenses regarding the case or costs, such amounts will be placed into our client account. These amounts including possible gained interest rates will be used to settle future invoices or costs unless otherwise agreed
upon. As a general rule, we will ask for payment in advance of expenses and cost – and on rare occasions payment in advance of salary.

Expenses. The client will in addition to the renumeration also pay costs and expenses which we have incurred while performing the work including but not limited to, taxes and fees, travel and accommodation expenditures as well as certain printing, copying, postage and packaging costs. It depends on the size of the amount whether we will incur the amount on behalf of the client, or we will ask for payment in advance of the amount.

CONFIDENTIALITY

Everyone at Aumento Law Firm is subject to a duty of confidentiality. Any information which we receive in reference to a task is dealt with as confidential unless it is evident of the circumstances that it is not of confidential nature.

INSIDE TRADING

Everyone at Aumento Law Firm is subject to current legislation prohibiting the disclosure of internal knowledge about listed companies and restrictions against trading listed securities and by the company’s established regulations on this subject.

USE OF OUR COUNSELLING

Our counselling is targeted towards the tangible purpose and therefore must not be used in other purposes without our explicit forehand acceptance. Unless otherwise agreed upon, we are alone responsible towards the client for the aided counselling.

CLIENT ACCOUNT

The attorneys at Aumento Law Firm administer all client funds in accordance to the Danish Bar and Law Society’s regulations. Deposits on the client account are included by the general ceiling of EUR 100,000 which is laid down by law regarding a Consolidation Act on a Depositor and Investor Guarantee Scheme for coverage in case of a bank’s bankruptcy.

The cover maximum applies to the total deposit in the bank even though the money is in different accounts including both client bank accounts and own accounts.

Aumento Law Firm does not have any responsibility for deposits on client bank accounts if a banking institution becomes distressed.

Special rules apply to real estate where the cover maximum is larger. Here the guarantee is up to 10 mil. EUR up to 12 months after the amount is deposited and whether or not the deposit is on different accounts.

Further information about the Guarantee Scheme can be found on ... website www.gii.dk

The rules are relevant to clients because attorneys at Aumento Law Firm relating to the proceedings of cases in some periods can have substantial funds on the client bank account.

Aumento Law Firm is an office collective between independent law firms. Information concerning an attorney’s bank connection is at all times clearly stated on personal data for the individual attorney at www.aumento.dk

COMPLETION OF THE TASK
As an overriding ground rule, we handle the task to its natural conclusion or until the client asks us to stop carrying out the work. However, we reserve the right to cease acting for a client if the credit period on our invoice despite reminder has exceeded significantly or the client becomes insolvent. We reserve the right to withdraw from a case if we due to special circumstances no longer can take responsibility for the case proceedings or we believe that is in the client’s best interests that we cease aiding assistance. The client will in such case be informed immediately.

Original documents will be handed over usually at the latest in regard to a cases conclusion and we will store the case at least five years from the billing date.

COMPLAINTS

We encourage the client to contact the partner and therefore the law firm in the office collective which the client has made an agreement regarding attorney guidance, should our guidance or salary not live up to the client’s expectations.

The attorneys at Aumento Law Firm are subject to the Danish Bar and Law Society’s supervision and disciplinary system and by the rules of decent attorney practice in regard to The Danish Administration of Justice Act §126. Furthermore, the attorney ethical rules are applicable. The rules that specially apply to the execution of the attorney business can be found on the Danish Bar and Law Society’s website www.advokatsamfundet.dk.

If consensus is not achieved regarding a dispute about salary charged by Aumento Law Firm or there is dissatisfaction with an attorney’s behaviour at Aumento Law Firm, can the client complain about the salary’s size and/or the behaviour to the Attorney Board at the address Kronprinsessegade 28, 1306 Copenhagen C, www.advokatnaevnet.dk

Phone number: +45 33 96 97 98 or e-mail: klagesagsafdelingen@advokatsamfundet.dk

APPLICABLE LAW AND COMPETENT COURT

Any dispute between a client and Aumento Law Firm must be resolved in compliance with Danish law at the competent Danish tribunal.

LIABILITY AND INSURANCE COVERAGE

Aumento Law Firm is an office collective between independent law firms. These lawfirms do therefore not stand accountable for each other’s guidance.

The lawfirms that together comprise Aumento Law Firm are each responsible for their aid with clients in compliance with the general rules of Danish law and all attorneys have taken out liability insurance and provided warranty in accordance with the Danish Bar and Law Society’s set rules. The liability insurance covers all attorney business no matter where the attorney business should take place.

See insurance and bank details below each personal profile.

Damage responsibility, including each partner’s and attorney’s damage responsibility, is limited to the insurance coverage maximum. The coverage maximum is DKK 50 mil. pr. attorney pr. year and the total compensation amount to a client for an injury cannot exceed this amount. It should be noted that potential other demands can reduce the coverage maximum.

The client is encouraged when starting a new case to consider whether there is a need or wish for a larger insurance coverage and immediately inform us. If so, must supplementary coverage be taken out for the specific case. The costs to this belong to the client.
The responsibility does in no case include economic consequential loss of which operating loss, loss of data, loss of profit, goodwill, image etc. or other forms of indirect loss are included.