

## Terms of business

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### Who we are

BFA Law is a co-working community shared by BFA Law Advokatanpartsselskab, CVR no. 39130661, LB Law, CVR no. 26626994, and the lawyer Johan Hartmann Stæger, CVR no. 39536056, who operate the business jointly from the address on the second floor of Jernbaneplassen 6, 1. mf., DK-2800 Kongens Lyngby.

All the lawyers at BFA Law have been officially appointed by the Ministry of Justice in Denmark and are part of the Bar and Law Society as well as members of the Association of Danish Law Firms.

The lawyers at BFA Law are covered by the Bar and Law Society's supervisory and disciplinary system and by the rules of good professional conduct for lawyers, cf. section 126 of the Danish Administration of Justice Act, as well as being governed by the code of conduct for members of the Danish Bar.

### Our consultancy

Before commencing work on a case, we carry out a customary conflict of interest or loyalty check to investigate whether there is anything stopping us from representing you. If that is the case, we will let you know.

According to the Danish Act on Measures to Prevent Money Laundering, we are duty-bound to obtain and store identity information about every client. We regard your giving out identity information as consent for us to disclose that information to others in accordance with the rules of the Money Laundering Act, should it prove necessary during the course of the case.

Initially, we agree with you what the work will cover. In relation to consumers, the work agreed is confirmed in writing.

Our confirmation includes an estimate of the fee associated with the work. If the work changes along the way, so that other assignments also have to be performed for you, or the work proves more extensive

than first estimated, we will let you know.

As a basis, BFA Law's fee is fixed according to the time that has been spent on the case. In cases where billing is based on the time devoted to the case, you will be told the hourly rate on which we base our invoicing. In some cases billing is done according to an overall assessment of progress in the case, including the scope of the work, the complexity of the case, the responsibility associated with the work and the outcome achieved.

Billing is done either on conclusion of the case or continually, depending on the nature of the case and whether our consultancy extends over a lengthy period of time. Where ongoing consultancy is provided, we typically bill clients on a monthly basis, unless otherwise agreed.

Our terms of payment are eight days from the invoice date, and VAT is added in accordance with current rules.

If payment is delayed, penalty interest can be charged under the terms of the Danish Interest Act. We normally ask for payment in advance of costs and expenses.

Prepaid fees, costs and expenses are deposited in our client accounts, which accrue interest in accordance with the rules laid down from time to time by the Bar and Law Society. The deposit paid by you, together with any interest included, can be used to settle future invoices and meet costs, unless otherwise agreed. You will be billed separately for outlay and relevant costs in connection with the assistance provided.

At BFA Law we advise solely on Danish legal matters. We refer the client to foreign advisers if called for by the nature of the case.

BFA Law is not responsible for consultancy offered by the client's other advisers, irrespective of whether they have been engaged with assistance from us.

### **Liability, insurance and complaints**

We are responsible for our consultancy in accordance with the ordinary rules on compensation.

The lawyers at BFA Law are covered by the firm's liability insurance and a guarantee scheme taken out with HDI Danmark. For each case, however, our liability is limited to the maximum cover set out in our liability insurance.

Our financial liability vis-à-vis clients does not cover financial consequential loss, including operating loss, loss of data, lost earnings, goodwill, image etc. or other forms of indirect loss. An agreement on separate insurance cover can be concluded in cases involving large sums of money. Upon request, we will be happy to disclose the maximum cover.

We are not liable for additional loss, nor for indirect losses, lost time or goodwill, loss of profits or operating losses.

As a consumer you have the option of complaining if you disagree with our fees or with our treatment of your case. Complaints should be submitted to the secretariat of the Disciplinary Board of the Bar and Law Society at Kronprinsessegade 28, DK-1306 Copenhagen K, or via e-mail to [klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk)

The code of conduct to which we are subject in our consultancy can be found at [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk)

### Archiving

Case documents are archived for at least five years after the case is concluded, after which time they will be shredded.

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Our terms of business apply to all types of cases, unless specifically agreed otherwise in writing.