

## **Terms and Conditions – DreistStorgaard Advokater A/S**

These terms and conditions apply to all cases and tasks performed by DreistStorgaard Advokater A/S for clients unless otherwise agreed. In case of consumer clients, we provide the clients with further statutory information, including in relation to special task and price information – and other terms applicable specifically for consumer clients in addition to these terms and conditions.

When we receive a case, we send a letter of acknowledgement to the client with a brief description of the task as we see it. We provide advice in accordance with the Ethical Rules and we intend the quality of our work to be above the average legal assistance.

The Danish Bar and Law Society (Advokatrådet) has prepared a set of rules (the Ethical Rules) that reflect the view of the legal profession in Denmark on the requirements necessary for the professional standards and ethics of lawyers during the practice of law.

Clause 13 of the Ethical Rules (general duty of information) contains an obligation to inform clients of the below matters. The purpose of these terms and conditions is to provide you with detailed information to this effect and in general about the processing of your personal information and other data.

### **The law firm of DreistStorgaard Advokater A/S**

The law firm of DreistStorgaard Advokater A/S is established at the following addresses:

**Bag Haverne 32, 4600 Køge**

**Søren Frichs vej 42A, 8230 Åbyhøj**

**Garnisonsvej 2, 4700 Næstved**

**Nimbusparken 24, 2. sal, 2000 Frederiksberg**

**Sports Allé 5B, 1.th., 4300 Holbæk**

**Energivej 3, 4180 Sorø**

You can contact us by telephone + 45 56 63 44 66 or by email [kontakt@dslaw.dk](mailto:kontakt@dslaw.dk).

DreistStorgaard Advokater A/S is organised as a limited company. Our CVR number is: 32300456.

Website: [www.dreiststorgaard.dk](http://www.dreiststorgaard.dk)

### **Conclusion of agreement about and provision of legal advice**

On an ongoing basis and primarily in writing – but sometimes also verbally – DreistStorgaard Advokater A/S and the client agree the scope of the legal assistance and the scope of the task(s) associated with this.

### **Prevention of conflicts of interest and preventive measures against money laundering and terrorist financing**

In accordance with the rules of the Danish Bar and Law Society and DreistStorgaard Advokater A/S' internal rules for the area, we examine if any conflicts of interest or loyalties exist before we take on a case. When we receive a case, we therefore ensure that there is no conflict of interest. If there is a conflict of interest, we can assist in referring the case to another lawyer.

When according to agreement with the client, DreistStorgaard Advokater A/S collaborates with others about the provision of assistance to the client, we inform, at the client's request, about the precautions taken by DreistStorgaard Advokater A/S in order to avoid any conflicts of interest or loyalties as a consequence thereof.

All law firms are covered by the rules of the Danish Anti-Money Laundering Act on preventive measures against money laundering and terrorist financing which means that we have to e.g. collect and store identity data on all clients.

We also have to examine transactions in the event of suspicion of association with money laundering or terrorist financing.

DreistStorgaard Advokater A/S is subject to the rules of the Danish Anti-Money Laundering Act and must therefore collect and store identity data on the client under the rules of this act. DreistStorgaard Advokater A/S will regard the client's submission of identity data as a consent to DreistStorgaard Advokater A/S being able to disclose this to financial institutions etc. to be used for their compliance with their obligations according to the Danish Anti-Money Laundering Act. This means that for each case creation, we have to e.g. collect information about the client's name, address and civil registration number (CPR) or central business register number (CVR). With respect to foreign clients, we must collect identity data that identify the client in the same way as a CPR no. or a CVR no. In addition, DreistStorgaard Advokater A/S performs an ongoing risk assessment of our client relations based on the individual client's risk profile. The identity data is stored according to the provisions of the Danish Anti-Money Laundering Act to this effect for a minimum of five years after the closing of the case.

If your case is covered by the rules of the Act on prevention against money laundering and terrorist financing (the Anti-Money Laundering Act), DreistStorgaard Advokater A/S is under an obligation to send this information to you and to collect and store identity data on you. If we suspect money laundering or terrorist financing, we are under an obligation to inform

Statsadvokaten for Særlig Kriminalitet (the Danish State Prosecutor for Serious Economic Crime) or the Secretariat of the Danish Bar and Law Society about such activities and to disclose your identity data to Statsadvokaten for Særlig Kriminalitet. DreistStorgaard Advokater A/S is not allowed to inform you whether disclosure has taken place.

### **Our processing of cases**

All assistance is provided in accordance with the rules applicable from time to time for practice of law, including the rules of the Danish Administration of Justice Act on lawyers and the legal ethics in the practice of law prepared and adopted by the General Council of the Danish Bar and Law Society.

It is agreed on an ongoing basis with the client how the further progress and the scope of the legal assistance from DreistStorgaard Advokater A/S are to take place.

Copyright and all other immaterial rights to written material delivered by DreistStorgaard Advokater A/S to the client in connection with a case belong to DreistStorgaard Advokater A/S unless otherwise agreed between DreistStorgaard Advokater A/S and the client. The client is thus only provided with the necessary rights to use the written material to the usual extent. Our material must only be used by clients in relation to the specific case and must not be made available to other parties without our prior written consent.

As a rule, DreistStorgaard Advokater A/S keeps all the documents of the case, including electronic data, for 5 years from the closing of the case, unless the nature of the case warrants a shorter or longer storage period or the legislation requires a longer storage period. We hand over the original documents when the case is closed unless otherwise agreed with the client.

### **Duration**

We are responsible for the cases that we have accepted until they are closed. However, our assistance may discontinue before a case is closed if requested by the client or if the client withdraws his instructions or if matters pertaining to ethical rules cause concern about continuing our assistance. This also applies if the client materially exceeds the deadline for payment of our fee, or if there is reason to doubt the client's ability to pay and the necessary guarantee for the payment of the fee is not provided, or if it is otherwise assessed that it is in the client's best interest for our assistance to discontinue.

### **Fee**

DreistStorgaard Advokater A/S determines the fee based on the scope of the work. At the same time, the nature of the work performed by DreistStorgaard Advokater A/S is taken into account – and the responsibility associated with the task, the complexity of the case and not least the degree of expert knowledge required for the task.

Expenses and outlays related to the case are paid by the client in addition to the fee. This includes registration fees and court fees, charges, travelling and subsistence expenses as well as costs for large copying tasks and postings.

We inform the client about the possibility of public legal aid or legal aid covered by insurance according to applicable legislation or insurance taken out by the client if relevant for the specific case. If the fee is to be paid provisionally or finally by the public or by an insurance company, we inform the client of the principles for determining the fee and of the potential consequences for the client.

In consumer relations, we always inform the client in writing in a separate statutory price and task information letter.

### **Duty of confidentiality**

According to the Ethical Rules, we are subject to a duty of confidentiality with regard to all information that come to our attention as part of our provision of advice. We are therefore under an obligation to ensure the confidentiality of all information received by the client or about the client.

The duty of confidentiality applies without any time limit.

### **Settlement**

In long-term cases, settlement on account is, as a general rule, performed each month. In short-term cases, settlement is normally only performed at case closure.

As a rule, case-related expenses and outlays are paid together with the payments on account or final payments, respectively, after the expense has been defrayed. However, large case-related expenses and outlays are usually payable in advance by the client.

Payments to DreistStorgaard Advokater A/S must be made in accordance with the billing information stated on our invoices.

The payment terms are net 8 days from date of invoice.

At late payment, interest accrues in accordance with the provisions of the Danish Late Payment of Commercial Debts (Interest) Act.

In consumer relations, interest also accrues from the time and at the rate of interest stipulated by the provisions of the Danish Late Payment of Commercial Debts (Interest) Act.

### **Deposits**

We may request depositing of the entire fee or parts of the fee that we expect to be generated by the case. We normally request depositing from clients who do not have a regular or long-term client relationship with us.

### **Client funds**

All client funds being entrusted to DreistStorgaard Advokater A/S are handled according to the rules of the Danish Bar and Law Society on handling of client funds (*Klientkontovedtægten*). Funds are deposited in a client account in our bank and interest will accrue according to the interest rates of the bank.

DreistStorgaard Advokater A/S has client bank accounts with Jyske Bank, Spar Nord, Sparekassen Sjælland-Fyn, Nordea, Danske Bank, Nykredit and Sydbank.

Interest accrued is paid to the client according to the rules of the Danish Bar and Law Society with the following amendments:

#### *Separate client accounts*

Any positive or negative deposit interest added to client accounts as well as any fee which the account-holding bank may charge in connection with the establishment, maintenance and closure of the separate client account will be imposed on the client.

#### *Main client account*

If funds are deposited at DreistStorgaard Advokater A/S' main client account, addition of positive or negative interest will take place only if there is a deposit of minimum DKK 50.000 in a period of minimum 14 consecutive days. Return on deposited funds above the minimum limits will be calculated, paid, and reported to SKAT (the Danish Customs and Tax Administration) according to their rules in force at the time in question.

Please note that deposits in client accounts are covered by the same rules on coverage of deposits in private accounts in the event that a bank is failing.

In the event of the bank going into bankruptcy or otherwise becoming distressed, the depositors receive coverage according to the Danish Act on Guarantee for Depositors and Investors. The Guarantee Fund covers a qualified depositor's funds up to an amount corresponding to EUR 100,000 (approx. DKK 750,000). *The maximum coverage thus applies to the total deposit in the bank even though the money is in different accounts, including client bank accounts and own accounts.*

If a bank is taken under reorganisation proceedings or goes into bankruptcy, the depositor may thus lose potential deposits, including in the event of several deposits belonging to one person in the same bank in excess of an amount corresponding to EUR 100,000 per depositor.

Special rules apply to deposits in relation to real property if the real property has primarily been used for or intended for non-commercial purposes. In this case, an amount up to EUR 10 m is covered until 12 months after the amount has been deposited and regardless of whether the deposit is in a separate account. Further information about the guaranteed scheme, including the current rules on real property, can be found at the website of the Guarantee Fund [www.gii.dk](http://www.gii.dk)

#### **Market abuse**

We are covered by the applicable legislation on prohibitions against inside information about listed companies and restrictions for trade in listed securities, and our employees are subject to internal rules on the prevention of market abuse.

## **Our responsibility and liability insurance and provision of guarantee**

DreistStorgaard Advokater A/S is responsible for the advice provided being in accordance with the general rules of Danish law and has taken out a liability insurance with an acknowledged insurance company, and this liability insurance covers all legal practice regardless of where this is provided by lawyers employed by DreistStorgaard Advokater A/S. Through the same insurance company, a statutory guarantee has been provided for client account funds according to the rules laid down to this effect by the Danish Bar and Law Society.

However, unless otherwise agreed with the client, any liability for both DreistStorgaard Advokater A/S as well as its partners and the employees shall be limited to a cover of maximum DKK 10,201,000 per task. Moreover, the total compensation per client in a calendar year cannot exceed DKK 20,000,000.

Outside consumer relations and unless otherwise agreed in writing with the client, the liability of DreistStorgaard Advokater A/S shall be limited to 3 years from when DreistStorgaard Advokater A/S has completed the task, which time shall be no later than the date of the actual final settlement or the date of the last payment on account submitted to the client.

Contact information for our insurance company and guarantor is: Tryg Forsikring, Klausdalsbrovej 601, DK-2750 Ballerup, telephone +45 70 11 20 20.

DreistStorgaard Advokater A/S is liable for damages according to the general rules of Danish law for any loss being imposed on the client by our provision of advice.

DreistStorgaard Advokater A/S, our business partners and employees are not responsible for indirect loss or consequential loss, including loss on operations, loss of data, lost profit, goodwill, image etc.

A client is only entitled to lodge a claim for damages against DreistStorgaard Advokater A/S for the law firm's provision of advice in relation to the case and not against individual partners or employees of DreistStorgaard Advokater A/S.

Our liability does not include loss of operations, time loss, loss of data, loss of profit, loss of earnings potential or loss of goodwill, image or any other form of indirect loss or consequential loss.

DreistStorgaard Advokater A/S only provides advice in relation to Danish law. Any statement or information from DreistStorgaard Advokater A/S about matters concerning other jurisdictions than Danish law is purely informative and is provided without liability for DreistStorgaard Advokater A/S.

If the case involves foreign law, we recommend that our clients engage foreign lawyers. DreistStorgaard Advokater A/S does not assume responsibility for any advice from foreign lawyers regardless of whether such lawyers are engaged with the assistance of DreistStorgaard Advokater A/S.

DreistStorgaard Advokater A/S, its partners and employees are not liable for errors made by advisers to whom DreistStorgaard Advokater A/S has referred the client, and DreistStorgaard Advokater A/S and its partners and employees are not liable for any errors made by subcontractors to which DreistStorgaard Advokater A/S has assigned parts of the task under agreement with the client.

### **Our lawyers**

All lawyers at DreistStorgaard Advokater A/S have admission to practise law from the Danish Ministry of Justice and are members of the Danish Bar and Law Society.

DreistStorgaard Advokater A/S and the individual lawyers are subject to supervision from the Danish Bar and Law Society, including the lawyers' rules of professional conduct.

DreistStorgaard Advokater A/S does not engage persons with an admission to practise law from other EU countries. If in future, DreistStorgaard Advokater A/S wishes to employ "EU lawyers", these will be registered with the Danish Bar and Law Society and may practise as a lawyer in Denmark based on their foreign title.

### **Complaints about conduct or fees**

Should a situation occur where the advice provided does not live up to the client's expectations, we kindly ask you to contact one of the partners of the law firm or the lawyer with responsibility for the case. He or she will then immediately submit the complaint to the management of DreistStorgaard Advokater A/S who will ensure that a partner not involved in the processing of the case will receive the complaint for processing and discussing a suitable solution with the client.

The lawyers employed by DreistStorgaard Advokater A/S are covered by the supervisory and disciplinary system of the Danish Bar and Law Society and by the lawyers' rules of professional conduct, see Section 126 of the Danish Administration of Justice Act.

In addition, the Ethical Rules shall apply which make demands to the professional standards, conduct and ethics of lawyers. We further refer to the website of the Danish Bar and Law Society [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk)

In case of a dispute about the fee charged by DreistStorgaard Advokater A/S, the client can file a complaint about the size of the fee to the Disciplinary Board of the Danish Bar and Law Society, Kronprinsessegade 28, DK-1306 Copenhagen K, [www.advokatnaevnet.dk](http://www.advokatnaevnet.dk)

### **Marketing and references**

Upon completion of a task for a business client where DreistStorgaard Advokater A/S has participated as an adviser, as part of our marketing we can, unless otherwise agreed, refer to the fact that we have advised the client in connection with the case once the case has been closed and become public knowledge.

### **Applicable law and jurisdiction**



Any disputes about the provision of advice by DreistStorgaard Advokater A/S shall be settled according to our terms and conditions or the agreement letter or other agreement entered into with the client.

All disputes about the provision of advice by DreistStorgaard Advokater A/S or these terms and conditions are subject to Danish law, and the Court of Roskilde shall be the agreed court with jurisdiction at first instance.

However, in relation to business clients DreistStorgaard Advokater A/S may require that any disputes are to be settled by an arbitration tribunal in accordance with the rules of the Danish Institute of Arbitration.

## **Our processing of personal data**

### **Personal Data Policy of DreistStorgaard Advokater A/S**

DreistStorgaard Advokater A/S takes your data protection seriously and in addition to the below general description of our processing of personal data, we have adopted a more extensive Personal Data Policy that describes in more detail how we process your personal data.

The Personal Data Policy can be found at our website: <https://dreiststorgaard.dk/persondatapolitik/> and we encourage you to read it. In case of questions to this or if you need to exercise your rights according to the data protection rules, please contact [persondata@dreiststorgaard.dk](mailto:persondata@dreiststorgaard.dk)

### **The purpose of and the legal basis for processing of your personal data**

We process your personal data in relation to the specific case where you have contacted us. We may also process information according to the rules on money laundering if we receive information covered by these rules. We also process your information in accordance with the Ethical Rules, for example to check if there is a conflict of interest.

The legal basis for our processing of your personal data is laid down in Sections 26(1) and 30(1), see sub-section 2, of the Danish Anti-Money Laundering Act, Section 126 of the Danish Administration of Justice Act, Article 6(1), (a) and Article 9(2), (a) (consent to e.g. receive newsletters), Article 6(1), (b) (necessary to perform our agreement of providing the advice), Article 6(1), (c) (necessary for legal obligation), Article 6(1), (f) (balancing of interests) and Article 9(2), (f) (establishment of legal claims) of the General Data Protection Regulation, Sections 8 and 11(2), (1) and (4) of the Danish Data Protection Act.

### ***Legitimate processing pursued with the processing:***

We may also receive information about you from others, e.g. the counterpart in the case or from public authorities of relevance to the case. This may be both general information as mentioned in Article 6 and sensitive information as mentioned in Article 9 of the General



Data Protection Regulation. According to the nature of the case, this may involve all categories mentioned in Article 9.

### **Recipients or categories of recipients**

Information may be disclosed to the parties in the case and to the courts of law or other public authorities.

### **Transfer to recipients in third countries, including international organisations**

We obtain your consent before we disclose your personal data to recipients in third countries, i.e. countries outside the EU/EEA area. If we disclose your personal data to business partners in third countries, we are certain that their level of personal data protection corresponds with the requirements we have set out in this policy under applicable legislation. We make requirements for i.a. the processing of personal data, information security and the compliance with the rights you have – and in relation to filing a complaint with the Danish Data Protection Agency.

It is noted that disclosure of personal data to third countries is only relevant in connection with specific tasks. To the extent that we generally store client and case information with an external business partner (cloud solution), we will use only business partners within the EU/EEA that provide us with appropriate security that personal data is not stored in third countries.

### **Storage of your personal data**

Your personal data is deleted when it is no longer needed for the purposes for which it has been processed. As a rule, all data is stored for 10 years from the closing of the case. However, certain data can be stored for a longer period of time, e.g. with regard to determining whether there are conflicts of interest.

### **Automated decisions, including profiling**

We do not use automated decisions or profiling.

### **Below you can read about your right to correction, deletion, limitation and objection etc.**

Right to view data (right of access). You have the right to get access to the data that we process about you and to other data.

Right to rectification (correction). You have the right to have incorrect data about you corrected. You also have the right to have your data supplemented with further information if this will complete and/or update your personal data.

Right to erasure. In certain cases, you have the right to have data about you deleted before the time of our general erasure.

Right to limitation of processing. In certain cases, you have the right to have the processing of your personal data limited. If you have the right to have the processing limited, we are in future only allowed to process the data – with the exception of storage – with your consent or with a view to establishing, sustaining or defending a legal claim or to protect a person or important public interests.

Right to object. In certain cases, you have the right to object to our otherwise legal processing of your personal data.

Right to transmit data (data portability). In certain cases, you have the right to receive your data in a structured, commonly used and machine-readable format and to have the data transferred from one data controller to another without restriction.

You can read about your rights in the guidance from the Danish Data Protection Agency about data subjects' rights on [www.datatilsynet.dk](http://www.datatilsynet.dk)

You have the right to file a complaint with the Danish Data Protection Agency if you are not satisfied with the way we process your data. You can find the contact information of the Danish Data Protection Agency on: <https://www.datatilsynet.dk/>

*These terms and conditions were updated on 15 April 2023*