

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.

All assistance and tasks are carried out in accordance with the Danish Bar and Law Society's ethical rules for lawyers, the rules of the Administration of Justice Act regarding lawyers, and other relevant legislation.

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.

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

Website: 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 to avoid any conflicts of interest or loyalties as a consequence thereof.

DreistStorgaard Advokater A/S, as a law firm, is subject to the regulations of the Anti-Money Laundering Act. Therefore, we are obliged in some cases to obtain and retain identity information about some of our clients, as well as document our clients' ownership and control structures in accordance with the rules of the Anti-Money Laundering Act.

This means that for each case creation, we must 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 if 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.*

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 covering 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.

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.

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

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

Marketing and references

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

data to a range of law firm ranking agencies, including Chambers & Partners, Legal500, IFLR1000, Leaders League, JUVE and others as well as we ask contact persons from our clients to provide references about our work in this connection.

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

DreistStorgaard Advokater A/S collects and processes personal data in connection with the practice of the legal profession. Reference is made, as an integral part of the terms of business, to the [privacy policy](#) of DreistStorgaard Advokater A/S, which you can find on our website.

These terms and conditions were updated on 18 April 2024