

GENERAL TERMS AND CONDITIONS OF CLEMENS ADVOKATPARTNERSELSKAB

Advokatpartnerselskab
Skt. Clemens Stræde 7
Postboks 623
DK-8000 Aarhus C

info@clemenslaw.dk
www.clemenslaw.dk

Tel. +45 87 32 12 50
CVR-no. 32 67 65 61

1 INTRODUCTION

- 1.1 Unless otherwise agreed between Clemens Advokatpartnerselskab, company reg. no. 32 67 65 61, Skt. Clemens Stræde 7, 8000 Aarhus, DK (hereinafter referred to as "CLEMENS", "we", "our" or "us") and the client, these general terms and conditions apply to the legal assistance and the services that CLEMENS provide to the client.
- 1.2 The general terms and conditions have been updated in September 2019.
- 1.3 In case of any discrepancies between these English general terms and conditions and the equivalent Danish version, the wording of the Danish general terms and conditions shall prevail.

2 THE ATTORNEY'S ASSIGNMENT - RECEPTION, EXECUTION AND TERMINATION

- 2.1 Our assistance comprises legal consulting regarding the content of the Danish legislation.
- 2.2 The attorneys of CLEMENS have been appointed attorneys by the Danish Ministry of Justice and are members of the Danish Bar and Law Society. CLEMENS and the individual attorneys are subject to the supervision of the Danish Bar and Law Society, which includes supervision of whether we comply with the regulations applying to the legal profession, including the regulations to ensure the proper practice of the legal profession.
- 2.3 The services are all rendered in compliance with the applicable provisions for the work performed by attorneys, including the Danish Administration of Justice Act regarding attorneys and the rules of professional conduct as well as other general provisions of the legislation.
- 2.4 Prior to starting a case, we examine whether there is a conflict of interest which results in CLEMENS being impeded from representing the client.
- 2.5 The client obtains the necessary rights to use the written material, which we submit to the client in connection with the case. All copy rights and other intellectual property rights to the material belong to CLEMENS. Original documents are returned to the client upon termination of the case, if the client requests this.
- 2.6 CLEMENS is entitled to refuse to comply with a client's instruction, if this is against the law or other regulations, and we may at any time terminate the legal work out of respect for the obligations arising from the regulations to ensure the proper practice of the legal profession, which determine that an attorney may not retire

from a case in such a manner that the client is impeded from finding other legal assistance in time and without sustaining any other damage.

3 FEES – DETERMINATION, INVOICING AND CLIENT MEANS

- 3.1 The fees are determined based on the scope of the assignment. Furthermore, it is taken into account whether the work has been performed outside of usual working hours, the interest, which the case represents for the client, the value of our services, the complexity of the case, the responsibility connected with the assignment, the degree of specialist knowledge needed to solve the case and the result. VAT is added to the fees, unless this has been excluded due to the applicable legislation.
- 3.2 CLEMENS is not obliged to take over costs and expenses connected with the assignment, including fees, appropriate travelling and accommodation expenses, meals, extensive copying and mailing expenses, which accordingly must be paid by the client in addition to the legal fees. Direct costs and expenses are stated in the invoice.
- 3.3 CLEMENS may request pre-payment of our fees and expenses and costs prior to starting the work.
- 3.4 The terms of payment are 14 days as of the invoice date. In the case of delayed payment, CLEMENS adds delay interest in accordance with the provisions of the Danish Interest Rates Act.
- 3.5 All client funds entrusted to CLEMENS are managed in accordance with the provisions of the Danish Bar and Law Society by payment to the client accounts at the Danish financial institutions with whom CLEMENS cooperates. Attributed positive interest goes to the client, while negative interest is paid by the client. In the case of a failing financial institution, the credit in a client account is subject to the applicable general coverage maximum per depositor. The coverage maximum is calculated for the individual financial institution and comprises the credit of the client in own accounts, separate client accounts and the main client account of CLEMENS. CLEMENS is not liable for losses due to exceedance of the coverage maximum.
- 3.6 In connection with the agreement on the provision of assistance, we provide information about the most important elements of the planned assistance and the amount of the estimated fees, if requested by the client. Unfortunately, it is often not possible to state a fixed or precise remuneration for the work on the case, and in such cases, we instead inform about the method for the calculation of the remuneration or provide a reasonable estimate on the amount of the fees. If requested by the client, the client will be informed about the expected expenses, which we charge in connection with managing the case. In the case of consumer matters, we provide the above stated information about the amount of the fees, etc., independent of whether the client requests this in accordance with the applicable provisions.

4 CONFIDENTIALITY – OBLIGATION TO SECRECY AND CONFLICT OF INTEREST

- 4.1 CLEMENS is obliged to treat any information received about the client with confidentiality. All persons employed at CLEMENS are subjected to an extended obligation to secrecy.
- 4.2 The obligation to secrecy is unlimited and hence also applies upon termination of the case.
- 4.3 The obligation to secrecy is limited by the special exceptions resulting from the public law including the provisions on money laundering.
- 4.4 Out of respect of the rules of professional conduct vis-à-vis conflict of interest, CLEMENS is entitled to provide consulting to other companies of the same legal profession without approval by the client.

5 LIABILITY – LIMITATION OF LIABILITY AND INSURANCE

- 5.1 CLEMENS is liable for the consulting provided in accordance with the general rules of the Danish law and the below limitations. CLEMENS has signed a legally binding liability and guarantee insurance contract at Tryg Forsikring A/S, Klausdalsbrovej 601, DK-2750 Ballerup. Further information about this matter can be found at [our website](#).
- 5.2 CLEMENS, including all the partners and employees, is not liable for damages for indirect or consequential losses including loss of goodwill, loss of profits, operational losses, loss of data and loss of earnings.
- 5.3 The consulting and liability of CLEMENS is targeted to the individual assignment, which CLEMENS has accepted. CLEMENS is not liable if the consulting is used for other purposes without the explicit prior approval by CLEMENS.
- 5.4 Furthermore, the claims for damages against CLEMENS, including every single partner and employee, are limited in the following manner:
- (1) The claims for damages are limited to an amount of max. DKK 50 million per assignment;
 - (2) Damages to be paid to a client for our consulting compared to all claims raised by the client in a calendar year may not exceed DKK 50 million;
 - (3) The client may only raise a claim against CLEMENS and accordingly not against individual partners or other employees.
- 5.5 The above limitation of liability applies accordingly if CLEMENS provides assistance to several clients with joint or comparable interest in a connected task. In this case, all clients are therefore considered as one client.
- 5.6 CLEMENS solely provides consulting on Danish legal matters. If the task involves consulting abroad, we recommend that the client contacts local attorneys. Our involvement in such parts of the task cannot be considered as consulting about legal matters abroad.

- 5.7 CLEMENS, including every single partner and employee, is not liable for possible errors committed by consultants, to which CLEMENS has referred the client, and CLEMENS, including every single partner and employee, is not liable for possible errors committed by sub-providers, to which CLEMENS has transferred parts of the solution of the task to in agreement with the client.

6 MARKETING

- 6.1 When the case has been completed and publicly known, we are entitled to point out in our marketing that CLEMENS has assisted the client in the case.

7 MONEY LAUNDERING AND PROTECTION OF PERSONAL DATA

- 7.1 CLEMENS is subject to the Danish Act on preventive measures against money laundering and financing of terrorism, which includes that we are obliged to collect, store and share identity information about the client, if the case falls under the Danish Act against money laundering. This also means that we will obtain a copy of the client's passport or driver's licence, when starting the case.
- 7.2 CLEMENS collects and manages a number of personal data in connection with performing our work on the case. We store all case files for at least 5 years upon termination of the case.
- 7.3 Please find the policy about personal data of CLEMENS as an integrated part of our general terms on [our website](#).

8 DISPUTES – COMPLAINTS, APPLICABLE LAW AND PLACE OF JURISDICTION

- 8.1 If the client is not satisfied with our consulting or our handling of the case, the client may always contact the responsible partner or the managing partner (director) of CLEMENS.
- 8.2 CLEMENS is subject to the rules of professional conduct issued by the Danish Bar and Law Society. The client may raise complaints about the consulting and the calculated fees at the Danish Bar and Law Society/Danish Disciplinary board. The rules of professional conduct can be found under www.advokatsamfundet.dk.
- 8.3 Disputes about our consulting are subject to the Danish legislation, except the provisions of the Danish legislation about international applicable law and places of jurisdiction. Disputes must be decided by the Danish courts of law. In the case of disputes with professionals (as opposed to consumers), the court in Aarhus has been agreed as the place of jurisdiction in the first instance.