

# GENERAL TERMS AND CONDITIONS OF CLEMENS ADVOKATPARTNERSELSKAB

## **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 provided by CLEMENS to the client.
- 1.2 The general terms and conditions have been updated in September 2023.
- 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 advice regarding the content of 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 so requests.

- 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 FUNDS**

- 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. Part of our work with an assignment consists of ensuring compliance with relevant compliance rules, including the rules on money laundering, personal data and DAC 6. 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 payment terms 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 Act.
- 3.5 CLEMENS handles all client funds entrusted to us pursuant to the rules set out by the Danish Bar and Law Society regarding client accounts by deposit in client accounts in Danish banks with which CLEMENS cooperates. Any positive interest accrued on separate client accounts accrues to the client while negative interest shall be paid by the client. For deposits in CLEMENS' main client account, negative interest shall be paid by the client while positive interest accrues to the client in connection with conclusion or settlement of the case or annually as at 30 September. CLEMENS is not obliged to settle accrued positive interest on the main client account to the client if
- a) the interest amounts to less than DKK 750,
  - b) the client account balance is less than DKK 25,000, or

c) an amount has been deposited in the main client account for less than 11 business days.

3.6 The credit balance in a client account is subject to the ordinary general maximum coverage applicable from time to time if the bank becomes distressed. The maximum coverage is calculated for each individual bank and comprises the client's credit balance in own accounts, separate client accounts and CLEMENS' main client account. CLEMENS is not liable for any loss due to exceedance of the coverage maximum.

#### **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 subject 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 and the rules on reporting of certain cross-border arrangements, cf. i.a. Council Directive (EU) 2018/822 of 25 May 2018 (DAC 6).

4.4 Subject to the rules of professional conduct in relation to conflict of interest, CLEMENS is entitled to advise other companies within the same line of business without approval by the client.

#### **5 LIABILITY – LIMITATION OF LIABILITY AND INSURANCE**

5.1 CLEMENS is liable for the provided legal advice 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 HDI Global Specialty Denmark, Indiakaj 6, 1st floor, DK-2100 København Ø. 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 CLEMENS' legal advice and liability is targeted at the individual assignment accepted by CLEMENS. CLEMENS is not liable if the provided legal advice is used for other purposes without CLEMENS' explicit prior approval.

- 5.4 Furthermore, any claim for damages against CLEMENS, including each individual partner and employee, shall be limited in the following manner:
- (1) Liability is limited to a maximum amount of DKK 50 million per assignment;
  - (2) Any damages to be paid to a client for all claims raised by the client in a calendar year cannot exceed an aggregate amount of DKK 50 million;
  - (3) The client may only raise a claim against CLEMENS and not against individual partners or other employees.
- 5.5 The above limitation of liability applies accordingly if CLEMENS assists several clients with joint or comparable interest in a connected assignment. In this case, all clients are therefore considered as one client.
- 5.6 CLEMENS solely advises on Danish legal matters. If foreign legal advice is needed, we recommend that the client contacts local attorneys. Our involvement in such parts of the assignment cannot be considered as advice on foreign legal matters.
- 5.7 CLEMENS, including each individual partner and employee, is not liable for possible errors committed by consultants, to which CLEMENS has referred the client, and CLEMENS, including each individual partner and employee, is not liable for any errors committed by sub-providers, to which CLEMENS has transferred parts of the assignment 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 Anti-Money Laundering 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 Anti-Money Laundering Act. 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 five (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 REPORTING OF CERTAIN CROSS-BORDER ARRANGEMENTS**

- 8.1 CLEMENS is subject to the rules on reporting of certain cross-border arrangements, cf. i.a. Council Directive (EU) 2018/822 of 25 May 2018 (DAC 6), which means that we in some cases are obliged to report cross-border arrangements to the Danish tax authorities.
- 8.2 If CLEMENS learns that our involvement in an assignment is comprised by the above reporting obligation, CLEMENS must take any step necessary to comply with the said reporting obligation. Depending on the circumstances, this may entail formulation and handover of the reportable information to the client in writing together with information to the client that we will report the matter to the Danish tax authorities within the stipulated time limit, if the client itself does not report it within the time limit.

**9 DISPUTES – COMPLAINTS, APPLICABLE LAW AND PLACE OF JURISDICTION**

- 9.1 If the client is not satisfied with our legal advice or handling of the case, the client may always contact the responsible partner or CLEMENS' managing partner (director).
- 9.2 CLEMENS is subject to the rules of professional conduct issued by the Danish Bar and Law Society. The rules of professional conduct can be found at [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk).
- 9.3 The client may file a complaint concerning the provided legal advice and the calculated fees to the Danish Bar and Law Society/the Disciplinary Board situated at Kronprinsessegade 28, 1306 København K through the digital complaints portal available at [www.advokatsamfundet.dk/advokatnaevnet/kontakt-advokatnaevnet/](http://www.advokatsamfundet.dk/advokatnaevnet/kontakt-advokatnaevnet/) or by email to [postkasse@advokatnaevnet.dk](mailto:postkasse@advokatnaevnet.dk)
- 9.4 Any dispute regarding our legal advice is subject to 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.

--o0o--