

Terms of Business

DAHL's terms of business apply to the legal assistance and the services which DAHL provides to the client unless otherwise agreed in writing.

The terms of business apply to assignments given to DAHL on 1 January 2019 or later.

1. SCOPE AND PERFORMANCE OF THE ASSIGNMENT

- 1.1. The scope of the legal assistance and other services is agreed between DAHL and the client for each assignment.
- 1.2. The legal assistance will be provided in accordance with the Danish Bar Council's rules on ethics, the Danish Administration of Justice Act's rules on lawyers and other relevant legislation.
- 1.3. DAHL is subject to the provisions of the Danish Money Laundering Act and it must therefore obtain and file information on each client's identity to the extent required under the Act.
- 1.4. All case documents will be retained in DAHL's archives for at least five years from the case's conclusion. Such storage may be in electronic form. All original documents are returned to the client on conclusion of the case.

2. FEE AND INVOICING

- 2.1. DAHL fixes the fee on the basis of the extent of the work involved, including with respect to whether work will be performed outside normal working hours and particularly urgent work, the interest which the case has for the client, the value of DAHL's services, the level of responsibility associated with the performance of the assignment, the case's complexity, the degree of specialist knowledge required in the case, and the result achieved.
- 2.2. Outlays and costs incurred in relation to the assignment, including travel and accommodation costs, provisioning, fees, major copying and postage/courier costs are paid by the client in addition to the fee.
- 2.3. On request, the client will be given an estimate of the fee if the nature of the assignment so permits. If the fee cannot be estimated, the applicable hourly rates can be advised, and the client will be regularly advised of the total number of hours spent on the case. In his or her position as a consumer, the client will receive information on the fee before the work is commenced in accordance with applicable rules.

- 2.4. DAHL is entitled to invoice fees for work performed on account, monthly in arrears. The client is required to pay a deposit on demand of an appropriate size, typically corresponding to one quarter's estimated fee. Payment for major external costs, including outlays, may be required in advance or immediately after the sum in question is paid.
- 2.5. The terms of payment are eight (8) days net from invoice date. Interest on late payments is charged in accordance with the provisions of the Danish Interest Act.

3. CLIENT FUNDS

- 3.1. Client funds are managed in accordance with applicable rules and the funds will be deposited in client accounts. Accrued interest reverts to the client in accordance with applicable rules.
- 3.2. Client account deposits through DAHL are treated as any other deposit made by a client directly to a bank. Consequently, client funds are covered up to a limit of EUR 100,000 per client through the Danish Guarantee Fund (Indskydergarantiordningen) in the event of the financial collapse of the account-holding bank. However, specific rules apply for client account deposits made in connection with private property transactions.

4. CONFIDENTIALITY

- 4.1. DAHL is required to handle all information received from or about the client in confidence. DAHL is also required to comply with the current duty of confidentiality applying to lawyers.
- 4.2. DAHL will normally communicate via email. Emails will not be encrypted unless the client specifically requires this, or if the rules issued by the Data Protection Authority make it necessary. It is thus assumed that the client agrees that information of a confidential nature will also be exchanged by email, and that because this information is not encrypted, the exchange may carry a risk that that confidential information in this form of communication may come to the knowledge of others.

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5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. DAHL has and retains all copyrights and other intellectual property rights to written materials which DAHL supplies to the client in connection with cases. The client's right is limited to use of the material for the agreed purpose.
- 5.2. When a matter or transaction has become publicly known, DAHL may disclose its involvement on the client's behalf in publicity material and on DAHL's website. Such disclosure may only contain information that is already in the public domain. If we have reason to believe that the client may react negative on the disclosure, we will seek the clients consent before the disclosure is made.

6. LIMITATION OF LIABILITY

- 6.1. DAHL is liable for the advice provided in accordance with the ordinary rules of Danish law. DAHL carries professional liability insurance with Codan.
- 6.2. DAHL's liability, including for partners and employees, is, however, limited to a maximum of DKK 50 million per assignment, and the total amount of compensation which a client is entitled to receive cannot exceed DKK 90 million per calendar year for all claims which the client makes in one calendar year.
- 6.3. DAHL may further not be held liable for daily or agreed penalties which clients may incur with respect to third parties. DAHL assumes no liability to third party as a consequence of clients' use of materials or advice provided by DAHL.
- 6.4. DAHL, including partners and employees, is not liable for indirect losses or consequential damage, including operating loss, loss of data, and loss of earnings, goodwill, image etc.
- 6.5. DAHL, including partners and employees, is not liable for any errors committed by advisers to whom DAHL has referred the client (including foreign legal associates). Neither is DAHL, including partners and employees, liable for errors committed by suppliers/subcontractors to whom the performance of parts of the assignment has been passed by agreement with the client.

7. CHANGES AND INTERPRETATION

- 7.1. These terms of business may be amended by DAHL without notice to apply to new cases commenced after the change.
- 7.2. In the interpretation of these terms, all aspects of a transaction or a business relationship shall be understood as one matter, whether or not it involves a number of legal persons associated with the client, and whether or not these legal persons are invoiced separately. All legal persons associated with the client shall similarly be deemed to be one client in relation to these terms.

8. GOVERNING LAW AND VENUE

- 8.1. DAHL's advice and these terms of business are subject to Danish law (excluding any rules on choice of law).
- 8.2. Any dispute which may arise between DAHL and the client may only be submitted to the Danish courts.

9. COMPLAINTS

- 9.1. DAHL is subject to the Code of Conduct for the Danish Bar and Law Society issued by the Danish Bar and Law Society. The Code of Conduct for the Danish Bar and Law Society can be found at www.advokatsamfundet.dk.
- 9.2. If a client is dissatisfied with DAHL's advice or conduct, the client may contact the partner responsible for the case at any time. The client can present complaints concerning DAHL's advice and the charged fees to the Disciplinary Board of the Danish Bar and Law Society - Kronprinsessegade 28, 1306 København K, klagesagsafdelingen@advokatsamfundet.dk, advokatsamfundet.dk/Advokatnaevnet.aspx.