General Terms and Conditions of Holm Thomsen Law Advokatanpartsselskab

1. Introduction

1.1. Unless otherwise agreed between Holm Thomsen Law Advokatanpartsselskab, company reg.no. 44 21 00 88, Kompagnistræde 16, 3. 1208 Copenhagen K, Denmark, (hereinafter referred to as "the company", "we", "our" or "us") and the client, these general terms and conditions apply to the legal assistance and the services that the company provide to the client.

1.2. The general terms and conditions have been updated in August 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. Fees etc.

2.1. Fee structure

2.1.1. If the client is a consumer, the company must, at the start of the case, provide the client with information on the main elements of the case undertaken by the company and provide information on the expected price or on how the fees are structured. VAT is added to the fees, unless this has been excluded due to the applicable legislation. For consumers, the informed fees will include VAT if applicable.

2.1.2. If the client is a business client, the lawyer must describe the main elements of the legal assistance unless it is clear from the context. VAT is added to the fees, unless this has been excluded due to the applicable legislation. The informed fees will not include VAT.

2.1.3. The company's fees are determined according to an estimate that includes, among other things, time spent, the responsibility associated with the case, the importance and/or value of the case for the client, the outcome of the case, the nature and extent of the work performed by the lawyer, including whether it has been urgent tasks or work evening or weekend, etc. 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.

2.2. Client Means

2.2.1. All funds entrusted by our clients to the company are administered in accordance with the rules set out by the Danish Bar and Law Society regarding client accounts and in accordance with the client account regulation be deposit into our client account at “Danske Bank” with whom the company cooperates.

2.2.2. Any positive interest accrued on separate client accounts accrues to the client, and negative interest is payable by the client. For deposits into the company’s main client account, negative interest is payable by the client and any positive interest accrues to the client in connection with conclusion or settlement of the case, but at least annually as at 30 September. However, the company is not obliged to pay positive interest accrued on the main client account to the client provided that

2.2.2.1. interest accrued amounts to less than DKK 750,

2.2.2.2. the client account balance is less than DKK 25,000, or

2.2.2.3. The amount has been deposited in the main client account for less than 11 business days.

2.2.3. Funds in a client account are subject to the general maximum coverage limit per depositor applicable from time to time in case of bank distress. The maximum coverage is calculated for the individual bank and comprises the credit balance of the client’s own accounts, separate client accounts and in the company’s main client account. The company is not liable for any loss resulting from exceeding the coverage maximum.

2.3. Registration of work

2.3.1. All employees who work on a case record the time they spend working on the case. It is recorded who is doing the work, what is being done and how long it has taken.

2.3.2. Everything is recorded, including meetings, telephone conversations, case processing, correspondence, e-mails, preparation of documents, participation in court hearings, transport time, etc.

2.4. Fee quotes

2.4.1. When we receive a case from a consumer client, we provide price information based on our experience with similar cases. In some cases, we can give a fixed price from the start, while in other cases it is not possible to estimate the final settlement, as the scope and complexity of the case is not yet known. In these cases, we inform you about the principles for settlement, as well as which hourly rates the employees who work with your case settle based on.

2.4.2. At the start of the case, we also disclose known expected expenses to persons other than the lawyer, e.g. court fees, registration fees, expenses for inspection and estimation, notary, etc. If we have provided an estimate of the costs of the case which cannot be met because the case is developing, we will send a new estimate.

2.4.3. Business clients will be provided with information on our hourly rate at when we have agreed to proceed with the case unless a fixed fee has been agreed on. Fee quotes will be in accordance with the rules of professional conduct for Attorneys art. 27.

2.5. Settlement

2.5.1. Generally, we ask for a deposit at the start of the case, and payment will be made on account on an ongoing basis. At the end of the case, final settlement will be made on the basis of the principles set out in points 2.1-2.4. The company may request pre-payment of our fees and expenses and costs prior to starting the work.

2.5.2. The company 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.

2.5.3. The terms of payment are 14 days as of the invoice date. In the case of delayed payment, the company adds delay interest in accordance with the provisions of the Danish Interest Rates Act.

2.5.4. If our bill is not paid on time, bank statements with a reminder fee of DKK 100 will be issued up to three times, and interest will be charged according to the Interest Act. If payment is still not made, the case will be transferred to judicial debt collection.

2.6. Legal aid and legal expenses insurance

2.6.1. At the start of the case, the company investigates whether it is possible to obtain legal aid or seek legal aid cover from an insurance company.

2.6.2. Legal aid is only relevant if there is a lawsuit and free legal aid only covers from the time the case is filed with the court, i.e., not the work that precedes it. As a rule, you can only get free legal aid if you have a reasonable prospect of winning the case. Free legal aid does not cover case processing by public authorities or councils and boards, e.g. the Immigration Service, SIRI, the Agency of Family Law etc.

2.6.3. In order to be granted legal aid, you must meet the financial conditions stated on Civilstyrelsens website (LINK).

2.6.4. As we do not automatically receive information about salary income and marital status, it is the client's own responsibility to make the lawyer aware if income conditions change during the case, e.g., because you become unemployed or single, and you therefore meet the conditions for free legal aid.

2.6.5. Legal aid insurance is also only relevant in the case of legal proceedings. Legal expenses insurance works in such a way that a lawyer must apply for coverage for a proposed or brought lawsuit.

2.6.6. If legal aid or legal aid coverage is granted in a case where the court is located in a city other than Copenhagen, there will be "travel reservations", i.e., the court/insurance company will not pay for choosing a lawyer who has an office in a city other than the court. The company may ask the client to pay the positive costs of the case itself, including transport by car, train, or plane as well as our travel time at half an hourly rate. If this applies, then the client will be informed in advance.

3. The Attorney's assignment

3.1. The company's attorneys have been appointed attorneys by the Danish Ministry of Justice and are members of the Danish Bar and Law Society. The company 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. The special regulation for Attorneys can be found on the webpage of the Danish Bar Association: http://www.advokatsamfundet.dk

3.2. 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.

3.3. Prior to starting a case, we examine whether there is a conflict of interest which results in the company being impeded from representing the client.

3.4. 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 the company. We will normally only retain a copy of original documents but otherwise they are returned to the client upon termination of the case.

3.5. The company 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.

4. Money laundering and protection of personal data

4.1. The company 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 license, when starting the case if relevant.

4.2. If the case is covered by the Danish Act on preventive measures against money laundering and financing of terrorism (The money laundering Act) we as your Attorney is obliged to inform you and collect and store identity information about you. If I should suspect that you are doing money laundry or are financing terrorism, I am obliged to inform the Danish authority handling money laundering and share information on the activities conducted by you and share your identity information. I am not allowed to inform you whether notification has taken place.

4.3. The company 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.

4.4. This is basic information such as name, address, cpr. nr., but it may also be about health information, financial information, etc. You always have the right to know what information the company processes, and it is our responsibility to ensure that the information is stored securely.
Our personal data policy can be read here:
https://holmthomsenlaw.com/wp-content/uploads/Holm-Thomsen-Law_Personal-data-policy_English.pdf

5. Confidentiality

5.1. The company is obliged to treat any information received about the client with confidentiality. All persons employed at the company are subjected to an extended obligation to secrecy.

5.2. The obligation to secrecy is unlimited and hence also applies upon termination of the case.

5.3. 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).

5.4. Out of respect to the rules of professional conduct as to conflict of interest, the company is entitled to provide consulting to other companies of the same profession without approval from the client.

6. Liability – Limitation of liability and insurance

6.1 The company is liable for the consulting provided in accordance with the general rules of the Danish law and the below limitations. The company has signed a legally binding liability and guarantee insurance contract at CNA Insurance Company (Europe) S.A., Hammerensgade 6, 1., 1267 København K. Further information about this matter can be found on our website.

6.2 Unless otherwise agreed in writing, we will advise only on Danish law.

6.3 The company's and employee's liability in damages to the client is limited to 10 times the fee for the relevant assignment but not exceeding DKK 2,5 million. In addition, the company and its employees are not liable for damages to any one client in excess of DKK 5 million for all claims raised by the client within the same calendar year or the calendar year immediately following.

6.4 The client shall indemnify the company to the extent that liability to third parties is imposed on the company which arises out of work performed for the client and which, together with any claims from the client, exceeds the limitations set out in clause 6.3, or for which the company is not liable to the client.

6.5 The company and its employees are 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.

6.6 The company and its employees are not liable for possible errors committed by consultants, to which the company has referred the client, and the company including its employees, is not liable for possible errors committed by sub-providers, to which the company has transferred parts of the solution of the task to in agreement with the client.

7. Marketing

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

8. Reporting of certain cross-border arrangements

8.1. The company 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 the company learns that our involvement in an assignment is comprised by the above reporting obligation, the company 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. Governing law and jurisdiction

9.1. Any disputes arising out of or in connection with the advice rendered by the company and these Terms of Business are subject to Danish law.

9.2. 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.

10. The Danish Bar Association

10.1. Clients may file complaints with the Disciplinary Board (Advokatnævnet), Kronprinsessegade 28, 1306 Copenhagen K, Denmark, or by using the digital complaints portal of the Disciplinary Board at: https://www.advokatsamfundet.dk/advokatnaevnet/vil-du-klage/indgiv-klage.

10.2. Complaints may concern a lawyer's conduct or legal fee.