

# TERMS & CONDITIONS

These terms and conditions apply to all legal services performed by Energi & Miljø Law Firm (hereinafter E&M) for the client unless the client has entered into another written agreement for that particular task with us.

## 1. Handling of the assignment

- 1.1. E&M determines the assignment for the client and the extent thereof in cooperation with the client.
- 1.2. All lawyers of E&M are appointed as attorney-at-law at the Ministry of Justice in Denmark and are members of the Danish Bar and Law Society.
- 1.3. E&M agrees in advance with the client and the client and others any involvement and benefits.
- 1.4. E&M conducts all services in accordance with applicable rules, including the Danish Administration of Justice Act, the code of conduct for the Danish Bar and Law Society and other applicable laws.
- 1.5. E&M will keep all documents and files for at least 5 years after completion of the assignment. Original documents will be returned to the client at the latest by completion of the assignment.

## 2. Fees etc.

- 2.1. Our legal fees are determined based on time consumption, however subject to clause 2.2.
- 2.2. In special cases, our fee is determined following an overall assessment of the following other parameters:
  - The nature and scope of E&M's work
  - The importance and value of the case for the client
  - The liability involved with the case
  - If the assignment requires specialist knowledge
  - Any urgency of work and / or work outside normal working hours
- 2.3. When E&M commences work on an assignment, as far as reasonably possible, the client will be informed about the estimated fee. If the nature of the assignment does not allow us to disclose the estimated fee, the hourly rates used will be informed to the client. In consumer relations, the client is always informed of the level of the fee before the work is commenced in accordance with the rules in force at any time.

- 2.4. In addition to the fee for the E&M task, the client will be charged for any expenses related to the assignment, including expenses for transport, expenses, fees etc. E&M may charge the client for the payment or request payment.
- 2.5. Payment terms are net 14 days from invoice date. Late payments are subject to interest pursuant to Danish Interest Rates Act (renteloven).
- 2.6. All client funds entrusted to E&M are managed in accordance with the rules of the Danish Bar and Law Society. Accrued interest (negative as well as positive) on the client account accrues to the client in accordance rules of the Danish Bar and Law Society. Any client funds will be deposited and carry interest in accordance with the rules of the Danish Bar and Law Society.

### **3. Confidentiality, personal data, conflict of interest and money laundering**

- 3.1. E&M treats all information received by or about our clients and their relationships confidentially and has incorporated security procedures for handling confidential material.
- 3.2. E&M generally regards itself as data controller in accordance with the personal data rules for the subsequent processing of personal data received by E&M from the client and others in connection with the performance of the assignment.
- 3.3. E&M is subject to the code of conduct of the Danish Bar and Law Society, which implies that we take measures to obstruct any conflict of interest between our clients' interests.
- 3.4. E&M is subject to the law on measures to prevent money laundering and financing of terrorism. E&M must, inter alia, retrieve and store information for identification of the client and information about the client's ownership and corporate control structure for identification of the ultimate owners where the client is a legal person when required by the current rules of the Danish Money Laundering Act (hvidvaskloven) and any related rules issued pursuant thereto.
- 3.5. All employees of E&M are subject rules on insider trading of listed companies as well as restrictions on securities trading.

### **4. Liability, Limitation of Liability and Insurance**

- 4.1. E&M has mandatory liability insurance in a reputable insurance company which insurance covers our advice concerning legal matters under Danish law. The liability insurance covers all legal services, regardless of where the services are performed and has an annual insurance cap of DKK 10,000,000.00 per attorney per year.
- 4.2. E&M and its partners and employees are liable for direct loss (but not indirect losses) as applicable under Danish law, the liability, however, is subject to

clauses 4.3-4.7 and limited to the lesser of (i) 25 times the size of the fee for the specific assignment, or (ii) the remaining insurance cap. Any other insurance events can thus reduce or eliminate the insurance cap, and if clients want to avoid risk hereof or otherwise requests a different level of liability coverage, a separate insurance may be procured for a specific case subject to written agreement with E&M.

- 4.3. The liability does not cover indirect loss or consequential damages, including operating losses, loss of time, loss of data, loss of profits, loss of goodwill, image, etc.
- 4.4. The liability does not cover liability for counseling or other tasks carried out by one or more subcontractors, whether such subcontractors are accepted by E&M, with E&M's assistance or otherwise.
- 4.5. The client can raise claims against E&M only and cannot make claims against the partners or employees individually.
- 4.6. E&M's legal advice is based solely on Danish law. Legal opinions, assessments, instructions and recommendations in connection with the handling of assignments may only be applied to cases governed by Danish law unless otherwise expressly agreed between E&M and the client.
- 4.7. Compensation claims against E&M will become time-barred 12 months after the client becomes or should have been aware of the circumstances justifying a claim, however, all claims will become time-barred at the latest 3 years after the date of the advice on which the claim is based was given.

## **5. Law and jurisdiction**

- 5.1. Any dispute between a client and E&M must be resolved in accordance with Danish law.
- 5.2. Any dispute is subject to the exclusive jurisdiction of the Danish courts.

## **6. Rules specifically governing the exercise of the lawyer profession**

- 6.1. E&M refers to the Danish Bar and Law Society ([www.advokatsamfundet.dk](http://www.advokatsamfundet.dk)) regarding the law applicable to lawyers, and its rules in general.
- 6.2. E&M refers to the Disciplinary Board of the Danish Bar and Law Society (<https://www.advokatsamfundet.dk/Service/English.aspx>) regarding the rules on complaints.

## **7. Version**

Version of 10. august 2020

# INFORMATION ON THE PROCESSING OF PERSONAL DATA

As part of its work on an assignment E&M only processes personal data in so far as it is necessary and legal for the processing of each individual case.

E&M may obtain or receive personal data either from the client for purposes relating to the processing of the case, or such data may have been obtained or received from a third party.

Such personal data may include the client's name, address, contact information and any other information which E&M may have obtained or received to facilitate the processing of the case.

E&M processes all personal data received by or concerning the client in a confidential manner and in accordance with our established security procedures for the processing of such data.

E&M only transmits personal data to a third party to the extent that this is necessary for the processing of the case. Data may thus be transmitted to the Courts, a legal counterpart or any other relevant third parties.

Personal data are registered in E&M's digital case handling system and to a certain extent also in a physical folder. The data are accessible to those employees at E&M who carries out work in relation to the case.

The EU General Data Protection Regulation contains provisions as to the processing of personal data which include all information relating to an identified or identifiable natural person such as his or her name, physical address, e-mail address etc.

Personal data regarding the client are processed by E&M on the basis of point (b) of Article 6 (1) in the Regulation which provides for processing of personal data that is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

The client has the right to obtain access to those personal data which E&M stores and processes regarding the client, and to rectification of any inaccurate personal data concerning the client if that is the case. The client also has the right to have any personal data erased which are no longer necessary for the processing of the case, and the right to restriction of processing in certain cases.

Also the client has the right to object to the processing of his or her personal data by E&M, and the right to have his or her personal data transmitted to another controller (data portability).

E&M erases personal data when they are no longer necessary for the carrying out of a legal assignment but no earlier than 5 years after the termination of the assignment which is in accordance with the requirements of the Book Keeping Act.

Any complaints over the processing by E&M of client personal data should be addressed to The Danish Data Protection Agency (Datatilsynet) in accordance with the complaints guidelines published on [www.datatilsynet.dk](http://www.datatilsynet.dk).

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