

Terms of engagement

Our services

We offer legal advice in most areas of the law, however predominantly on commercial law. Only rarely do we take on criminal cases, cases involving family law, insolvency or housing law.

Fees

As a rule we charge for our services on the basis of an estimate, taking into account the type of legal work and work performed, the time spent, the nature of the legal matter, as well as the importance, financial value, liability involved and outcome of the case. We are pleased to give a fee estimate which naturally is based on the knowledge we have about the matter at the time when the estimate is given. Estimates are therefore not binding, but we inform the clients as soon as possible if the total fee is expected to exceed the estimate. If it is not possible to calculate the fee in advance when the client is a consumer, we provide information about how the fee is calculated or give an estimate of the fee, before we start working on the case.

Settlement of accounts usually takes place at the end of each calendar quarter or upon the completion of a case.

Processing of personal data

We are subject to the Danish Act on Measures to Prevent Money Laundering, according to which we are obliged to obtain and store information about our clients' identity. In order to safeguard our clients' interests it is also necessary in most cases to process additional personal data, including information about financial standing, business-related details, work-related matters, and contact information. We also process data about you in the form of cookies when you visit our website.

Further information about our processing of personal data, including your rights as data subject and our storage of personal data, can be found in our privacy policy at

<http://www.adv-nyhavn.dk/en/data-protection-policy-2/>

Our employees are subject to absolute client confidentiality and all inquiries are treated in strict confidence. Furthermore, we have ensured appropriate physical, organisational and technical safety measures to protect our data from unauthorised access and sharing.

Client accounts and insurance

Our joint client accounts are placed with Danske Bank. Unless otherwise agreed or stated, funds entrusted to us will be placed in this financial institution. However, Attorney Niels Gade has his joint client accounts placed with Nordea Bank Danmark and funds entrusted to him will be placed in this financial institution unless otherwise agreed or stated.

We assume no liability with regard to client funds placed in client accounts at our associate bank in the event of failure of the bank in question. Client funds placed in client accounts are covered by general deposit guarantee regulations with, as a starting point, a maximum coverage of EUR 100,000 for all accounts of the client with the financial institution in question, including funds in separate client accounts and joint client accounts at the same financial institution. However, the maximum coverage is higher in respect of private home sales, in which case coverage is up to EUR 10 million.

The funds of our clients are managed and accrue interest according to the rules of the Danish Bar and Law Society. We are insured against third-party risks and have provided a guarantee in accordance with the rules of the Danish Bar and Law Society with CNA Insurance Company Limited, Hammerensgade 6, 1267 Copenhagen K. The insurance covers all legal services wherever they are exercised.

Damages and complaints

We are liable in accordance with the general rules of Danish law on professional liability of advisors. Our liability, including that of our partners and employees, is limited to a maximum amount of DKK 10 million per assignment. However, the total compensation amounts that a single client is entitled to receive cannot exceed DKK 30 million for all claims brought by the client within a single calendar year. Holck-Andersen & Tyge Sørensen and its partners and employees are not liable for indirect losses or consequential damages, including lost earnings, profit or operational losses, loss of data, goodwill, reputation, etc.

We are subject to the general rules governing complaints of the Danish Bar and Law Society. If a client is not satisfied with our services or with the fee and it is not possible to settle the matter by agreement, the client may bring the case before the Disciplinary Board at Kronprinsessegade 28, 1306 Copenhagen K, e-mail: postkasse@advokatnaevnet.dk. For further information, please consult the website of the Danish Bar and Law Society: www.advokatnaevnet.dk.

Choice of Law and jurisdiction

We adhere to these terms of engagement and do not apply contractual clauses regarding choice of law or jurisdiction, unless specifically agreed with the client.