

# GENEREAL TERMS AND CONDITIONS

**General Terms and Conditions** apply to those assignments taken on by Husen Advokater, unless otherwise agreed upon. In addition to these General Terms and Conditions, we provide legal services in accordance with the ethical and judicial statutes and the rules of the Danish Judicial Code which govern the services.

Our lawyers are certified by the Ministry of Justice and belong to The Danish Bar and Law Society.

As a law firm, we are subject to the Anti-Money Laundering Act (the AML Act), which means that, in certain circumstances, we are obliged to retrieve and store information about a client's identity.

## **Letter of Agreement**

As a point of departure, when undertaking an assignment, a Letter of Contract to the client is prepared.

The letter states our understanding of the assignment, the type of work expected to be undertaken, which partner, or other employees will be associated with the assignment, the fee rate for the persons involved, and if possible, an estimate of the assignment fee as well as the conditions for invoicing and payment. If there are changes to the assignment as work gets underway, the client will be informed of the changed conditions.

In ongoing client relationships and in minor cases where the client has clearly defined the assignment, or in urgent cases, a letter of contract is not prepared.

## **Fees**

Our fees depend on the time taken to process the assignment. The nature of the assignment, the financial risks and interests as well as the results achieved for the client and the level of specialist knowledge required are also taken into consideration.

Fees are invoiced on a quarterly basis, and a final invoice is sent at the end of an assignment. Payment conditions are net 14 days from invoice date unless a specific agreement has been reached. VAT is added according to the rules in force. If payment is delayed, interest is calculated from the date of maturity according to the Overdue Payments Interest Act.

## **Duration**

We are responsible for the assignments we have agreed to undertake until they are completed. However, our services can cease before the completion of an assignment if requested by the client or if instructions are withdrawn by the client or if the legal and ethical conditions result in concerns about continuing our assistance. The same applies if the deadline for the payment of our fees is exceeded substantially, or if we assess that the client's best interests are served by the cessation of our services.

## **Client funds**

All funds entrusted to us by our clients are managed according to the rules of the Danish Bar and Law Society for client accounts and are deposited in a separate account. Interest gained in the client account is attributed to the client.

All amounts paid into Husen Advokater client accounts are deposited in client accounts either in Danske Bank or Nordea at the client's own cost and risk. Balances on clients' accounts are protected by the Danish Act on Deposit Guarantee, but the protection, since 1. June 2015 has generally been capped at EUR 100,000 per client per financial institution. This maximum amount covers deposits in the client's own accounts in the bank as well as deposits in Husen Advokater client accounts. Husen Advokater do not assume responsibility for the amount paid into Husen Advokater client accounts in the event of insolvency of the Bank at which the accounts are held. Thus, Husen Advokater cannot be held responsible if the financial institutions are unable

to reimburse the amounts paid into Husen Advokater client funds.

### **Deposits**

Under certain circumstances, a deposit is requested to cover part or all of the estimated fee. As a rule, new clients must pay a deposit. Deposits are client funds and are treated accordingly.

### **Disbursements**

Advanced payments are usually requested for disbursements that occur during the assignment for, for example, court fees, appraisers, translators, travel and accommodation costs, and expenses for producing and sending copies.

Disbursements are client funds and treated accordingly.

### **Conflicts of interest**

We do not undertake assignments that involve conflict of interest between the firm's clients. Before we undertake assignments, we investigate possible conflicts of interest with existing clients. If a conflict of interest occurs, an alternative lawyer will be suggested.

### **Liability and insurance coverage**

Husen Advokater have a obligatory general liability insurance at HDI Global Speciality SE, which covers our legal advisory services. The total maximum for legal professional liability is 50,000,000. Our liability is limited to 10 times the fee for the assignment in question, though the maximum is kr. 25,000,000.

Husen Advokater is not liable for indirect losses such as operating losses, loss of time, lost profit, loss of goodwill or other forms of indirect damage.

There is a possibility of increasing our coverage if a client wishes us to undertake greater liability.

### **Storage**

All cases and documents, as a general rule, will be stored for 5 years from case closure. Original documents will be returned to the client at case closure.

### **Copyright**

The client has the right to make use of the publications produced in connection with the case, but Husen Advokater have and retain all copyrights and other intangible rights to the material.

### **Complaints**

Complaints about the conduct or fee of a lawyer can be referred to The Disciplinary Board.

The Secretariat of the Disciplinary Board

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Consumers can lodge complaints via the European platform for online dispute resolution (Online Dispute Resolution – ODR – platform) at [ec.europa.eu/odr](http://ec.europa.eu/odr), where our e-mail [info@husenadvokater.dk](mailto:info@husenadvokater.dk) should be disclosed.