

Terms of engagement

The terms of engagement listed below apply for cases that Chas. Hude Legal ApS (hereinafter CHLA), VAT no. 35650431 undertakes unless otherwise agreed in writing.

1 Conflict of interest

In accordance with the rules of the Danish Bar Association and our procedures for competence to act, we will clarify if there is any conflict of interest before we take on a case. Should conflict of interest arise during further developments and we must resign, we would be pleased to recommend another lawyer.

CHLA cooperates with others, primarily Chas. Hude A/S, with services according to agreement with the client and will provide information on the measures duly taken to avoid any conflict of interest in the that respect.

2 Identity information and prevention of money laundering

CHLA is, like any other legal entities, governed by the Danish Anti Money Laundering Act. Therefore, we might be obliged to procure and store identity information depending on the matter.

3 Fees and payment

The lawyer fee is determined according to several factors. Partly according to time spent, the extent of the specialised knowledge and experience of the lawyer, the complexity of the matter and importance to the client, values involved, the achieved result, and liability involved. Our fee is exclusive of relevant costs and disbursements.

It can be difficult to estimate a fee based on instructions received. However, we provide an estimate upon request, including relevant costs and disbursements. Moreover, we will inform the client in due time if our fee is expected to exceed the estimate.

4 Invoicing

Normally, our invoices are issued after the matter is completed. Ongoing advice and long-term matters are invoiced on account as appropriate, often being monthly or quarterly unless anything else is agreed upon. The terms of payment are 14 days from the invoice date and VAT is added according to applicable rules.

5 Disbursement

The client is billed separately for disbursements and relevant expenses in connection with the services performed.

6 Confidentiality

All employees at CHLA are subject to client confidentiality. Any information from or regarding a client of CHLA, of which we are in possession during a given matter, is naturally treated as confidential unless it is evident from the circumstances that it is not confidential.

Client confidentiality is valid in terms of rules that are prescribed to lawyers to disclose according to the public authorities and other similar institutions.

7 Insider trading

Every employee at CHLA is also subject to applicable legislation on prohibition unlawful disclosure of inside information on listed companies and restrictions against the trading of listed securities as well as to rules established by the company. CHLA has also established internal procedures to prevent insider trading.

8 Use of our services

Our services are focused on the specific matter at hand and cannot be used in other regards without our explicit preliminary approval. We are solely responsible for the services provided to the client unless anything else is agreed upon.

9 Completion of matter

CHLA will continue working on the matter until it is naturally completed or until the client requests us to complete the matter. We do, however, reserve the right to finish the cooperation if our invoices are not settled timely despite our reminders, or if the client becomes insolvent. Furthermore, we reserve the right to retire from a matter under special circumstances if we are of the opinion that we can no longer take responsibility for the proceedings – or if we believe that it would be in the best interest of the client if we terminate our cooperation.

Original documents are normally returned to the client at the completion of the matter, and we store the case files for at least five years from invoice date.

The client can terminate our engagement at any point. However, our fees and disbursements for work carried out until termination of the engagement are to be paid by the.

CHLA reserves the right to terminate our cooperation, if the client does not comply with these terms of engagement, is declared bankrupt or insolvent, exceeds the payment term, or if we believe that we can no longer take responsibility for the proceedings.

10 Complaints

CHLA is subject to the general rules regarding complaints by the Danish Bar Association.

If the client is dissatisfied with the work carried out or our fees, we will ask the client to contact us. If the client and the attorney with responsibility for a case cannot come to an agreement, the client can decide to take the matter to the Disciplinary Board of the Danish Bar and Law Society.

The contact details for the Disciplinary Board of the Danish Bar and Law Society are:

Advokatnævnets sekretariat
Kronprinsessegade 28
1306 København K

E-mail: klagesagsafdelingen@advokatsamfundet.dk

Website: www.advokatsamfundet.dk/Advokatnaevnet.aspx

If the client is a consumer, it is also possible to file a complaint through the online portal for complaints of the EU Commission. This is especially relevant if the client is a consumer with residence in another country within the EU. The complaint can be filed through <http://ec.europa.eu/odr>. When filing the complaint our e-mail dw@chashudelegal.com is to be mentioned.

11 Applicable law and venue

Any dispute between a client and CHLA is to be solved in accordance with Danish Law and the Danish Court of Law.

12 Liability, limitation of liability and insurance coverage

CHLA is responsible for the legal advice in accordance with the general rules of Danish legislation and is covered by liability insurance at:

dahlberg assurance agentur a/s
Allégade 14
2000 Frederiksberg
Telefon: 33 70 44 50
www.dahlbergagentur.dk

Our liability towards the clients is limited to a maximum of DKK 2.5 million per lawyer a year. Our liability does not include financial loss of consequence, hereunder loss on operations, loss of data, loss of profit, goodwill, image etc. or other kinds of indirect losses.

The client shall keep CHLA indemnified given that CHLA is liable towards a third party based on work carried out for the client or were CHLA is not liable towards the client.

CHLA is not liable for damages or liable towards other advisors to whom we have outsourced work according to agreement with the client, or whom the client has engaged on our recommendation.

The client shall only make claims towards CHLA and not towards individual partners, lawyers, or other employees.

If the client is a business owner, the damage claim towards CHLA will become obsolete two months after the client is or should have been aware of the circumstances on which the damage claim are based, but no later than three years after CHLA provided the services to the client.

The lawyers at CHLA are obligated within the scope of the supervisory control and disciplinary measures and by the code of conduct for lawyers of the Danish Bar Association, see S 126 of Danish Administration of Justice Act.

Additionally, our lawyers are under the scope of the code of ethics for lawyers which are available at the web site of the Danish Bar Association: www.advokatsamfundet.dk

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The above-mentioned terms of engagement are valid as of January 2024.

No significant changes to the terms of engagement listed above are valid without the written consent of the management.

Copenhagen, 1 January 2024