

# DENLAW

**TERMS OF ENGAGEMENT**  
**of**  
**The law firm of Bjarne Winther**  
**CVR-nr. 72 61 13 14**

## **LEGAL ASSISTANCE**

1. The law firm of Bjarne Winther – hereinafter referred to as Bjarne Winther is part of DENLAW Advokater – shared office facilities between independent law firms.

The contact details of Bjarne Winther are as follows:

DENLAW Advokater  
Att. Bjarne Winther  
Østergade 55  
1100 Copenhagen K  
Tlf.: 33 13 15 11  
E-mail: [bw@denlaw.dk](mailto:bw@denlaw.dk)

Assistance is provided, unless otherwise agreed, by attorney Bjarne Winther, licensed to practice by the Ministry of Justice and a member of The Danish Bar and Law Society (Advokatsamfundet).

Legal assistance is provided in accordance with the provisions of the Danish Administration of Justice Act (Retsplejeloven) and of the Rules and Regulations of The Danish Bar and Law Society, including rules of professional conduct, behavior and ethics. Reference is made to the homepage of The Danish Bar and Law Society - [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk)

2. These terms of engagement prevail over terms of engagement of our clients, unless otherwise agreed with the client in writing for purposes of a particular task.
3. Bjarne Winther has insured against third-party risks with HDI Danmark, Indiakaj 6, 2100 Copenhagen Ø, and has provided guarantee according to the rules specified by The Danish Bar and Law Society. The specific terms of insurance will be handed over on request.

## **RULES AGAINST MONEY LAUNDERING**

4. Bjarne Winther is subject to the obligations of Acts and Measures to Prevent Money Laundering and Financing of Terrorism ("Hvidvaskloven"). The Acts and measures imply that Bjarne Winther must collect information about the identity of all clients. In view of this Bjarne Winther must be given the following information: In the case of persons, information of name, address and Civil Registration Number (Personnummer (CPR-nr.)). To serve as documentary proof of the client's identity, it is a requirement that Bjarne Winther receives copies of passport or driving license + National Health Service medical card. For companies and other corporate identities, information must be stated of the Central Business Register (det Centrale Virksomhedsregister (CVR-nr.)), business format, the names of managers, signing authority rules, the names of the owners as well as address and CPR-nr. of the physical persons who are the ultimate controllers of the corporate identity. The Acts imply that Bjarne Winther may not commence case handling until

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he has received any identity information required under the Acts. The identity information is to be filed for at least 5 years after termination of the relationship with the client.

## **CONFIDENTIALITY AND INTERNAL COGNIZANCE**

5. Under the ethical rules of the Bar and Law Society, Bjarne Winther is subject to professional secrecy, comprising any information received from or about the client in connection with work performed for the client. Any staff with Bjarne Winther must maintain confidentiality.

The duty of confidentiality does not include matters and information that Bjarne Winther is legally obliged to reveal to public authorities for instance in pursuance of the Acts and Measures to Prevent Money Laundering and Financing of Terrorism.

6. We normally correspond via email. Our email correspondence is not encrypted, and we do not take any responsibility for virus, unauthorized alterations, unlawful surveillance, counterfeiting or other resulting circumstances.

## **INVOICING AND FEE ON ACCOUNT**

7. Invoicing is done on a monthly basis unless otherwise agreed, and is based on such factors as use of time at the hourly rate in force at any time, while at the determination of fee, including factors such as overall estimation of the outcome of the case, volume and complexity of the case, the amount of processing, the extent of required expertise, related responsibility, importance to the client, pressure of time, etc. Estimation of the full remuneration concerning execution and completion of the case is purely indicative, unless otherwise explicitly agreed.
8. Terms of payment are net 8 days from the date of invoice. Interest on overdue payment (default interest) will be charged in keeping with the rules of the Danish Interest Act.
9. Client money is held in trust in keeping with the relevant rules of The Danish Bar and Law Society (Advokatsamfundet) about this, and is deposited on a client account. Unless otherwise agreed with the client, the client account is kept with Danske Bank A/S, and it is pointed out to the client that the rules about coverage of deposits with banks in default have their starting point in a coverage level of € 100,000 inclusive of any deposit made by the client with the bank in question.
10. Bjarne Winther is under no obligation to pay disbursements on behalf of the client.

## **LIABILITY FOR DAMAGES AND INSURANCE**

11. Bjarne Winther is liable to pay damages in accordance with the general rules of Danish laws on potential loss that the counselling might cause to the client.

Bjarne Winther's liability for damages is limited to the maximum of coverage of the insurance. The maximum of coverage is DKK 10 mio. per attorney per year, and the total indemnity cannot exceed DKK 10 mio. Attention is called to the fact that any further claims may reduce the maximum of coverage.

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At the start-up of a new case, the client is advised to consider if there is need of/wish for higher insurance cover and to give notice of this immediately. If so, extended cover is signed for in the actual case. The costs of this are chargeable to the client.

12. Liability for any damages comprises only direct losses, and thus does not comprise operating losses and indirect losses, including losses of profit, data or goodwill.
13. Neither does liability for damages comprise counselling or service provided or supplied by other persons than Bjarne Winther, including foreign attorneys and others of the client's advisers.

## **CHOICE OF LAW AND VENUE**

14. Bjarne Winther does not apply agreement clauses concerning choice of law and/or venue, unless agreed with the client.

## **POSSIBILITY OF COMPLAINT**

15. It is possible to lodge a complaint with the Disciplinary Board of the Danish Bar and Law Society, Kronprinsessegade 28, 1306 Copenhagen K, [klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk)