

Almindelige Forretningsbetingelser

1. Advokatfirmaet LEAD | RÖDL

LEAD | RÖDL Advokatpartnerselskab ("LEAD | RÖDL"), CVR-nr. 32321488, yder juridisk bistand i tæt samarbejde med klienten. Omfanget af bistanden kan til enhver tid justeres. Disse forretningsbetingelser gælder for alle opgaver og sager, vi påtager os, medmindre andet er skriftligt aftalt. Oplysninger om LEAD | RÖDL, som i henhold til § 13 i Advokatsamfundets etiske regler skal være tilgængelige for klienten, findes på vores hjemmeside: <https://lead-roedl.dk/en/english-legal-notice-disclaimer/>.

2. Interessekonflikter

Ved modtagelse af en sag undersøger vi, om der foreligger en interessekonflikt eller anden hindring for, at vi kan bistå i sagen. Hvis vi er forhindret i at bistå, eller hvis en sådan situation opstår senere, vil vi gerne bistå med at henvise klienten til en anden rådgiver.

3. Klientoplysninger, hvidvask, sanktioner og investeringsrapportering

LEAD | RÖDL er underlagt reglerne i hvidvaskloven, eksportkontrol- og sanktionslovgivning, DAC6-rapporteringspligt ved visse grænseoverskridende transaktioner samt EU's direktiv om obligatorisk oplysning. Vi er forpligtet til at indhente oplysninger om vores klienter, herunder den reelle ejer, og til fortroligt at underrette relevante myndigheder, når det er påkrævet.

4. Klientmidler

Alle klientmidler indsættes på særskilte klientkonti og forvaltes i henhold til gældende regler. Kontiene føres i DKK, og udenlandsk valuta veksles til DKK. Gevinst eller tab ved valutaveksling tilfalder klienten. Renter (positive og negative) tilfalder klienten i henhold til gældende regler.

5. Salær

Salæret fastsættes ud fra en samlet vurdering af sagens karakter. Der henses til den medgåede tid, karakteren af de involverede juristers specialviden og erfaring, opgavens kompleksitet og betydning for klienten, de involverede værdier, det opnåede resultat og det med opgavens løsning forbundne ansvar. Vores honorar er eksklusive relevante udlæg og omkostninger. Den ansvarlige partner sikrer, at salæret er rimeligt. Efter anmodning gives et begrundet salæroverslag. Hvis det ikke er muligt, oplyses beregningskriterier, f.eks. timepriser. Klienten informeres, hvis overslaget forventes overskredet. For forbrugere gives oplysninger om forventet salær eller beregningsgrundlag forud for opgavens påbegyndelse.

6. Udlæg

Klienten debiteres særskilt for udlæg og relevante omkostninger i forbindelse med den udførte bistand. Eksempler på sådanne eventuelle omkostninger er gebyrer, udgifter til rejse, ophold og

Terms of Business

1. The law firm LEAD | RÖDL

LEAD | RÖDL Advokatpartnerselskab ("LEAD | RÖDL"), CVR no. 32321488, provides legal services in close cooperation with the client. The scope of the services may be adjusted at all times. Our terms of business apply to all services and matters that we undertake, unless otherwise agreed in writing. Information on LEAD | RÖDL, which in accordance with section 13 of the ethical rules of the Danish Bar Association needs to be available to the client, can be found on our website www.lead-roedl.dk, in particular here: <https://lead-roedl.dk/en/english-legal-notice-disclaimer/>.

2. Conflict of Interest

Upon receipt of a matter, we will investigate whether there exists a conflict of interest or other reason which prevents us from assisting in the matter. If we are prevented from assisting in the matter, or if we later come into such situation, we will be happy to assist in referring the client to another counsel.

3. Client information, anti-money laundering, sanctions, and investment reporting

LEAD | RÖDL is subject to the rules of the Anti-Money Laundering Act, export control and sanctions legislation, the DAC6 reporting obligation for certain cross-border arrangements, as well as the EU Directive on Mandatory Disclosure. We are required to obtain information about our clients, including the ultimate beneficial owner, and to confidentially notify the relevant authorities when required.

4. Client funds

All client funds are deposited in segregated client accounts with our bank and are held according to the applicable rules. All client accounts are kept in DKK, why foreign currency is exchanged to DKK. All gains or losses in this regard accrue to the client. Interest accrued (positive and negative) accrues to the client pursuant to the applicable rules.

5. Fees

Fees for legal services are determined based on an overall assessment of the nature of the matter. Consideration is given to the time spent, the expertise and experience of the lawyers involved, the complexity of the assignment, its importance to the client, the values at stake, the outcome achieved, and the responsibility associated with the task. Our fees are exclusive of relevant disbursements and expenses. The responsible partner ensures that the fee is reasonable. Upon request, a reasoned fee estimate will be provided. If a fixed estimate is not possible, the applicable calculation criteria, such as hourly rates, will be disclosed. The client will be informed if the estimate is expected to be exceeded. For consumers, information on the expected fee or the basis for its calculation will be provided prior to commencement of the engagement.

6. Disbursements

All external costs and expenses incurred in connection with the matter are invoiced on a regular basis. External costs and expenses include travelling costs and expenses for

forplejning samt større kopierings-, oversættelses-, telefon- eller forsendelsesudgifter.

7. Forskudsbetaling

Vi kan kræve forskud for salær eller udlæg, som indsættes på særskilt klientkonto. Renter tilfalder klienten. Forskud anvendes til dækning af salær eller udlæg, medmindre andet er aftalt.

8. Betaling og morarenter

Fakturerings af vores bistand sker normalt månedligt, medmindre andet er aftalt. Ved mindre eller korterevarende opgaver faktureres salæret ved opgavens afslutning. Betalingsbetingelser er 8 kalenderdage (14 kalenderdage for udenlandske klienter). Der pålægges morarente i henhold til renteloven. Moms tillægges efter gældende regler.

9. Tavshedspligt

Som advokater er vi underlagt tavshedspligt. Alle oplysninger behandles fortroligt, medmindre andet følger af lovgivningen.

10. Insiderhandel

Partnere og medarbejdere er underlagt interne regler, der forbyder videregivelse af intern viden om børsnoterede selskaber og begrænser handel med børsnoterede værdipapirer.

11. Brug af juridisk bistand

LEAD | RÖDL's juridiske bistand ydes udelukkende til klienten og må ikke anvendes af tredjemand uden vores samtykke.

12. Sagens afslutning og opbevaring af dokumenter

LEAD | RÖDL fuldfører opgaven til dens naturlige afslutning, eller indtil klienten anmoder om, at sagen afsluttes. Hvis vi i en konkret sag ikke længere mener at kunne varetage sagen i klientens interesse, kan vi udtræde af denne. Originale dokumenter udleveres ved sagens afslutning. Øvrige dokumenter opbevares i fem år fra fakturadato.

13. Ansvar og forsikring

LEAD | RÖDL rådgiver udelukkende om dansk ret, medmindre andet er aftalt. Vi er ansvarlige for den rådgivning, vi yder til vores klienter, i overensstemmelse med de almindelige regler i dansk ret, og vi er forsikret hos et anerkendt forsikringsselskab, som det fremgår af de oplysninger, der til enhver tid er tilgængelige på vores hjemmeside.
(se www.lead-roedl.dk)

LEAD | RÖDL's erstatningsansvar er begrænset til fem (5) gange vores honorar i den pågældende konkrete sag og kan aldrig overstige summen af det beløb, der kan betales af vores

accommodation and food, as well as certain photo-copying, translation, telephone or postage and courier costs and expenses.

7. Advance payment

We may require an advance payment of fees or disbursements, which will be deposited into a segregated client account. Any interest accrued is credited to the client. Advance payments are used to settle fees or disbursements, unless otherwise agreed.

8. Invoicing

All matters are invoiced on a monthly basis, unless agreed otherwise. Matters of a shorter duration can be invoiced upon completion. Our terms of payment are 8 calendar days from the date of invoice. Foreign clients are granted 14 calendar days from the date of invoice. Default interest will be charged in accordance with the Danish Interest Act. VAT is added to the invoice in accordance with the applicable rules.

9. Confidentiality

As lawyers we are subject to a duty of confidentiality. All information is treated as confidential unless the circumstances dictate otherwise or if we as lawyers are obliged by law to disclose information.

10. Insider rules

Partners and employees of LEAD | RÖDL are subject to internal rules in accordance with current legislation prohibiting the disclosure of inside information regarding listed companies and restricting trade in listed securities.

11. Use of our legal services

LEAD | RÖDL's legal services are exclusively rendered to our client and may not be relied upon by any third party without our consent.

12. Completion of our work and our document archives

LEAD | RÖDL completes the assignment to its natural conclusion or until the client requests that the matter be closed. If, in a specific case, we no longer believe we can act in the client's best interest, we may withdraw from the matter. Original documents are usually handed over no later than on the completion of our work. All other documents relating to the matter are kept on file for five years from the date of invoice.

13. Liability and insurance

LEAD | RÖDL exclusively advises on Danish law, unless otherwise agreed. We are liable for the advice rendered to our clients according to the general rules of Danish law, and we are insured with a reputable insurance company as per the information available from time to time on our website - www.lead-roedl.dk

LEAD | RÖDL's liability in connection with the services provided to the clients liability for damages is limited to five (5) times our fee in relation to the specific engagement in the specific matter and can never exceed the amount covered by our professional

ansvarsforsikring og vores selvrisiko. Den aktuelle dækningssum og selvrisiko kan oplyses ved forespørgsel.

LEAD | RÖDL's ansvar omfatter ikke indirekte tab eller følgeskader, herunder driftstab, tab af data, mistet fortjeneste, goodwill, image, kunder m.v. eller andre former for indirekte eller afledte tab. LEAD | RÖDL's medarbejdere eller partnere kan under ingen omstændigheder gøres personligt ansvarlige.

LEAD | RÖDL hæfter ikke for eventuelle fejl begået af andre rådgivere, som vi har henvist klienten til, ligesom vi ikke hæfter for eventuelle fejl begået af underleverandører, som LEAD | RÖDL efter aftale med klienten har overladt dele af opgavens løsning til.

14. Klager, tvister og forældelse

LEAD | RÖDL er underlagt Advokatsamfundets regler om klager over advokaters adfærd og salær.

Utilfredshed bør rettes til den ansvarlige partner med henblik på mindelig løsning.

Klager over vores rådgivning eller beregnede honorar kan af klienten indbringes for Advokatnævnet på følgende adresse:

Advokatnævnets sekretariat:
Kronprinsessegade 28
DK-1306 Copenhagen K
Tel.: +45 33 96 97 97
E-mail: postkasse@advokatnaevnet.dk
Website: <https://www.advokatnaevnet.dk/>
Complaints can be filed digitally here

Alle krav på erstatning forældes 3 år efter, at den pågældende ydelse er leveret. Hvis klienten ikke er forbruger, forældes kravet dog 12 måneder efter, at ydelsen er udført.

Klienten bør derfor gennemgå den leverede rådgivning ved modtagelsen, og eventuelle krav skal meddeles os uden unødigt forsinkelse, efter at klienten er blevet opmærksom på – eller burde være blevet opmærksom på – et muligt krav mod os, da kravet ellers anses for bortfaldet.

15. Lovvalg og værneting

Enhver tvist mellem klient og LEAD | RÖDL afgøres efter dansk materiel ret (ekskl. lovvalgs-regler) og indbringes for danske domstole i henhold til retsplejeloven.

liability insurance, including any applicable deductible. The current coverage amount and deductible may be disclosed upon request.

LEAD | RÖDL's liability does not include liability for any indirect or consequential damages or losses including, but not limited to, operating loss, time lost and internal costs, legal or other external advisors' fees, loss of profits, loss of data, loss of goodwill or any other indirect or consequential damages or losses.

In no event shall the individual employees or partners of LEAD | RÖDL be held personally liable for any claims.

LEAD | RÖDL is not liable for any errors committed by other advisors or sub-contractors whom we, upon agreement with the client, have asked to assist or to whom LEAD | RÖDL has referred the client.

14. Complaints, disputes and claims including being time-barred

LEAD | RÖDL is subject to the rules of the Danish Bar Association regarding complaints related to our services and fees.

Any dissatisfaction should be directed to the responsible partner with a view to reaching an amicable solution.

Complaints about our advice or calculated fees may be brought by the client to the Danish Bar and Law Society at the following address:

Advokatnævnets sekretariat:
Kronprinsessegade 28
DK-1306 Copenhagen K
Tel.: +45 33 96 97 97
E-Mail: postkasse@advokatnaevnet.dk
Website: <https://www.advokatnaevnet.dk/>
Complaints can be filed digitally here

All claims for damages are time-barred within 3 years from the time of provision of the services in question, however if the client is not a consumer, a claim becomes time-barred 12 months after the services have been undertaken.

Accordingly, the client should assess the services rendered upon receipt of the services and any claims must be notified to us without undue delay upon the client becoming aware or should have become aware of a possible claim against us as the claim is otherwise agreed to be forfeited by the client.

15. Governing law and jurisdiction

Any dispute between a client and LEAD | RÖDL shall be settled in accordance with material Danish law (excluding the choice of law-rules) and may only be brought before the Danish courts in accordance with the Danish Administration of Justice Act.