



## GENERAL TERMS AND CONDITIONS ORATO ADVOKATER P/S

The following terms and conditions apply to the tasks undertaken by ORATO advokater P/S, unless otherwise agreed.

### 1. Information about ORATO advokater P/S:

Company registration (CVR) no. 40479295

Address: Gullandsstræde 5, 4000 Roskilde

Tel.: +45 3216 4040

Mail: [orato@orato.dk](mailto:orato@orato.dk)

Web: [www.orato.dk](http://www.orato.dk)

### 2. Our assistance:

We provide legal assistance in accordance with the rules of the Danish Bar and Law Society, including the rules on legal ethics and good legal practice.

### 3. Confidentiality:

All information received from or about a client in connection with the performance of our work is treated confidentially.

### 4. Correspondence:

Our correspondence will mainly take place by email, or secure email where this is required. In exceptional cases, documents are sent by post.

### 5. Documents:

Case files are stored for ten years from the conclusion of the case, after which time they will be deleted/shredded. In certain cases shorter or longer storage periods may apply. You will be informed if this is the case.

### 6. Intellectual property rights:

ORATO will retain ownership of any intellectual property rights that may be associated with the case.

Materials may only be used by our clients in connection with the case in question, and may not be copied, modified or used in any other context without our prior written consent.

### 7. Fees, invoicing and prepayment:

You will be sent an estimate of the fee before a task is commenced, if this is possible, depending on the nature of the task. Otherwise, the case will be dealt with on the basis of the time consumed, an assessment of the value of the work to you, the pressure of time to which the case has been subject, and the extent and nature of the work.



The prices quoted are exclusive of VAT for business customers and inclusive of VAT for private customers.

ORATO's work will be invoiced upon completion of the task. In the case of tasks lasting longer than one month, the work will be billed monthly, unless otherwise agreed.

Actual costs will be settled separately. Deposits must be paid in advance of the deposit being used.

ORATO is entitled to demand advance payment of fees and/or costs prior to commencing the task.

In many legal cases it is possible to apply for legal aid covered by insurance, and in certain other cases it is possible to apply for free legal aid. We therefore request you to provide the name of your insurance company and your policy number, if applicable, at the earliest opportunity. If we are to apply for free legal aid on your behalf, you must provide us with the necessary information concerning your income, etc. ORATO reserves the right not to carry out a task that is covered by insurance or free legal aid.

#### **8. Client funds:**

Client funds are administered according to the rules of the Danish Bar and Law Society, and deposited in ORATO's client account.

Any interest earned during the period shall accrue to the client in accordance with the rules of the Danish Bar and Law Society. The interest on funds is limited to the interest rates provided by the bank.

Any negative interest on deposits will be charged to the client and offset against the deposit in the client account.

ORATO's client account is with Sparekassen Sjælland, reg.no. 5292, account number 0000317691.

Deposits in client accounts are subject to the "Act on Restructuring and Resolution of Certain Financial Enterprises", which allows for a coverage maximum of EUR 100,000 for the client's total deposits in the financial institution.

#### **9. Anti-money laundering measures:**

ORATO is subject to the Act on Measures to Prevent Money Laundering and Financing of Terrorism, and may therefore, if deemed appropriate, request you or your company to provide identification documents, which ORATO will then retain.

For natural persons, such documents encompass driving licences, passports and health insurance cards.

In the case of companies, ultimate owners with ownership of at least 25% must submit identification documents. If no shareholder owns more than 25%, the registered director must provide identification documents.

Companies may also be required to provide supplementary information, for example in the form of a copy of the company's register of shareholders. Employees representing a company that is in collaboration with us must also submit identification documents.



By providing identity information in accordance with the above guidelines, or where our assistance otherwise requires the forwarding of such information because the recipient of the information is also subject to the anti-money laundering rules, you also consent to the disclosure of this information to third parties. Identity data, as described above, will be stored for ten years after the end of the client relationship, after which time it will automatically be deleted. When deletion is due, a concrete assessment will be carried out of whether there is a need for a longer period of storage.

ORATO has drawn up a risk analysis of the company's case portfolio, and it has been assessed that the risk of the company being involved in money laundering or the financing of terrorism is low.

#### 10. Cessation of representation:

It may be necessary to cease representing a client, for example if the client becomes bankrupt or insolvent, or in the case of failure to comply with these Terms and Conditions or other agreements.

The client relationship may also be terminated without notice by either party, unless otherwise agreed.

#### 11. Liability and insurance:

ORATO is liable for the advice provided in accordance with the general Danish rules of law, and is insured through HDI Danmark, policy no. 156-08417501-30014.

ORATO shall not be liable for any indirect or consequential loss or damages, including loss of business, profits, goodwill, etc., nor shall ORATO be liable for any errors committed by advisors to whom ORATO has referred the client. ORATO shall furthermore not be liable for errors committed by subcontractors to whom ORATO has entrusted parts of the solution of the task, in agreement with the client.

ORATO's liability shall at all times be limited to the insured sum obtainable from HDI Danmark, defined as follows:

“Professional liability - lawyer liability	DKK 5,000,000 per lawyer per year
Board liability	DKK 5,000,000 per lawyer per year

The above insurance sums form part of the maximum insurance sum of DKK 5,000,000 per claim, per lawyer and in total per insurance year.

Overlying coverage limit	DKK 10,000,000 per claim and in total per year
Guarantee insurance for lawyers	DKK 5,000,000 per lawyer per year”

#### 12. Applicable law and disputes:

Any disputes regarding ORATO's advice and these Terms and Conditions shall be governed by Danish law. Any disputes will be brought before the court in Roskilde.



Complaints concerning our advice or the calculated fees may be submitted to the Disciplinary Board of the Danish Bar and Law Society, Kronprinsessegade 28, 1306 Copenhagen K, or by e-mail to: [klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk). A complaint may concern the conduct or fees of a lawyer.

### 13. Data protection:

In the course of our co-operation we receive data, including possible personal data.

Data, including e-mails, letters and documents, are stored with the case file, if this is deemed relevant.

Personal data may for example include name, civil registration number, ID, health information, financial information, etc., into which we come into possession during the handling of your case.

We will continuously assess the need to store your data, and, if necessary, delete or destroy data that is not deemed relevant to the case.

You can at any time request to be informed of what data we have stored about you, and you may withdraw your consent to the storage of the data. However, requests for the deletion of data may be limited by our right or obligation to retain them.

You can read more about ORATO's processing of personal data in the company's privacy policy.

Applicable from 1 July 2019