

# General Terms and Conditions

Unless otherwise agreed in writing, these General Terms and Conditions apply to all matters taken on by TVC Law Firm P/S, CVR no. 34 22 70 04 ('TVC').

## Receipt of a matter

On receipt of a matter, TVC will check, on its own initiative and based on its internal procedures, whether taking on the matter may give rise to conflicts of interest or entail disqualification. If TVC finds that this is the case, TVC will, at the client's request, assist the client in finding another lawyer.

## Handling and conclusion of the matter

TVC provides assistance in accordance with the applicable rules governing the work of lawyers, including the rules of the Danish Administration of Justice Act (*Retsplejeloven*) on lawyers and the Code of Conduct of the Council of the Danish Bar and Law Society. The assistance is limited to matters relating to Danish law.

The copyright to the material prepared and provided by TVC during the handling of the matter belongs to TVC, unless otherwise agreed in writing. Original documents are returned immediately after the conclusion of the matter, at the latest.

## Fees, payment and client funds

TVC fixes its fee based on the scope of the work. TVC also considers the degree of expertise required to undertake the matter, the value and importance of the matter to the client, the complexity of the matter, the outcome achieved and the responsibility associated with the matter. Matter-related costs and expenses are charged to the client in addition to the fee.

TVC issues on-account invoices for the work performed to date, for example monthly or quarterly. TVC may, however, demand advance payment of fees and expenses. Such prepayments and other

payments in the client's favour, including any interest accrued, are set off against future costs or invoices relating to the matter or other matters which TVC undertakes for the client.

The payment terms are 14 days net from the invoice date. In case of late payment, interest will be charged in accordance with the Danish Interest on Overdue Payments Act (*Renteloven*).

All client funds entrusted to TVC are handled in accordance with the rules on client funds (*Klientkontovedtægten*), which are statutory rules on lawyers' handling of entrusted funds, and are deposited in a client account with Nordea A/S or Jyske Bank A/S. Interest is added in accordance with the rules on client funds and is payable to the client, while any negative interest is payable by the client. As part of the depositing of client funds in a client account, the client's identity information may be disclosed to the bank in accordance with the Danish Money Laundering Act (*Hvidvaskloven*).

If a bank fails, any balance in a client account is covered by the general limit of cover of EUR 100,000 per depositor. Deposits as a result of real estate sales are, however, covered by up to EUR 10 million. The limit of cover is calculated for each individual bank and includes the client's deposits in own accounts, separate client accounts and TVC's main client account. TVC accepts no liability for losses caused by the limit of cover being exceeded.

## Confidentiality, insider rules and communication

All TVC employees are bound by a duty of secrecy. Any information received by TVC in connection with a matter is treated as confidential, and TVC's duty of secrecy applies indefinitely. All employees are subject to applicable legislation on non-disclosure of inside information on listed companies and restrictions on trading in listed securities.

TVC is entitled to use electronic communication in

its contact with the client, parties or third parties concerning the matter. TVC uses a secure email service to transmit sensitive or confidential information. TVC is not liable for any breaches of its duty of confidentiality attributable to unauthorised access by third parties to the electronic means of communication.

### **Money laundering and personal data**

If the matter is covered by the Danish Money Laundering Act, TVC is obliged to collect and store ID data about the client. The client's ID data are kept on record for five years after the end of the client relationship, after which they are erased. The personal data which TVC is obliged to collect and store pursuant to the Danish Money Laundering Act will only be used to meet the requirements of the Danish Money Laundering Act.

TVC is also obliged to notify and disclose the client's ID data to the Danish State Prosecutor for Serious Economic and International Crime (*SØIK*) if TVC suspects that the client is laundering money or financing terrorism. TVC is not allowed to inform the client about such notification.

TVC collects and processes personal data in connection with its legal practice. Reference is made to TVC's [Privacy Policy](#), which forms an integral part of these General Terms and Conditions.

### **Liability, limitation of liability and insurance**

TVC is liable for the assistance provided to its clients in accordance with the general rules of Danish law. TVC has taken out an indemnity liability insurance policy, comprising a lawyer's professional indemnity guarantee, with Codan Forsikring A/S, Gammel Kongevej 60, 1790 København V., Denmark, in accordance with the rules laid down by the Danish Bar and Law Society. The indemnity liability insurance covers all legal services, regardless of where they are rendered.

TVC's advisory services are aimed at the specific

assignment that TVC has taken on, and TVC accepts no liability for the advice being used for other purposes without TVC's express prior consent. Consequently, TVC is only liable to the client and only for the advice provided in relation to the specific assignment.

Liability for the advisory services rendered is limited to a maximum amount of DKK 25 million per assignment for both TVC and its partners and employees. The aggregate compensation payable to a client as a consequence of claims raised by the client in any one calendar year cannot exceed DKK 50 million. The same limit of liability applies if TVC provides assistance to a number of clients with common or comparable interests as part of one connected assignment. In this case, all the clients are regarded as one client.

TVC, its partners and employees are not liable for any errors committed by advisers recommended by TVC. Nor are TVC, its partners and employees liable for any errors committed by sub-suppliers to which TVC has assigned parts of the performance of the assignment in agreement with the client. TVC, its partners and employees are not liable for any indirect or consequential losses, including loss of profits, loss of data, loss of goodwill, image etc.

### **Marketing**

When a matter handled by TVC has been completed, TVC is entitled to refer to the matter in its marketing.

### **Complaints, governing law and venue**

Should TVC's advisory services or fee not live up to expectations, the client is encouraged to contact the partner responsible for the client relationship. Any disputes between a client and TVC, its partners and employees must be settled in accordance with Danish law, however, excluding the Danish rules on international governing law and venue. Aarhus City Court has been agreed as the proper venue for any disputes with business operators.

TVC is subject to the Code of Conduct of the Council of the Danish Bar and Law Society. The client may file a complaint about the services rendered by TVC or its fees with the Disciplinary Board of the Danish Bar and Law Society, Advokatnævnet, Kronprinsessegade 28, DK-1306 Copenhagen K, or [klagesagsafdelingen@advokat-samfundet.dk](mailto:klagesagsafdelingen@advokat-samfundet.dk).

The Code of Conduct and guidelines on how to complain can be found on the Danish Bar and Law Society's website at [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk).

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# Privacy Policy



ADVOKATFIRMA

TVC Law Firm collects, receives and processes personal data about you in a number of situations.

TVC Law Firm has prepared a Privacy Policy which applies to you when you are a client with us or are otherwise subject to the legal services we provide, when you visit our website or are in contact with us physically or electronically.

TVC Law Firm will be the data controller in connection with most of your inquiries. However, we may also act as data processor if we perform debt collection work, manage whistleblower schemes or make a digital data room available. In such cases, we will always enter into a data processing agreement, and this Privacy Policy will not apply.

TVC Law Firm has internal procedures and policies to ensure that your data are well protected. There are thus policies for both digital and physical security.

## **Purpose of and legal basis for the processing of your personal data**

At TVC Law Firm, we process your data for various purposes and with different statutory authority depending on our relationship with you and your use of our services.

### *Client or potential client*

If you are a client or a potential client, we will, as a general rule, process your data to enable us to provide you with legal advice or assistance in conducting legal proceedings or proceedings against public authorities.

We process ordinary data pursuant to Article 6(1)(b) of the General Data Protection Regulation. These

may be contact details, data relating to commercial relationships as well as data on financial matters.

TVC Law Firm also processes sensitive personal data if the legal advice or proceedings give rise to this. This is done pursuant to Article 9(2)(a) or (f) of the General Data Protection Regulation. Data relating to criminal offences may also be processed pursuant to Section 8(3) and (4) of the Danish Data Protection Act (*Databeskyttelsesloven*).

The Danish Money Laundering Act (*Hvidvaskloven*) also imposes an obligation on us to process your identity data in certain situations, for example your civil registration number, passport number or other ID data. Data used for compliance with our obligations under the Danish Money Laundering Act will only be used for this purpose.

We also process ordinary personal data, including information on special days and anniversaries, in order to establish, nurture and maintain relationships with clients and prospective clients. The lawfulness of the processing is based on the processing being necessary for the purposes of the legitimate interests of TVC, see Article 6(1)(f) of the General Data Protection Regulation.

We also refer to our [General Terms and Conditions](#).

### *Other connection to the legal services we provide*

In connection with the provision of legal advice, litigation, estate administration, debt recovery etc. to our clients, we also process general information about you, depending on the type of case in question. This may be contact details, information about commercial relations, information about financial matters, employee data and information about family relations, depending on whether you are a counterparty, employee, customer, supplier, director,

debtor, beneficiary or have another connection to the case. Such processing is based on Article 6(1)(f) of the General Data Protection Regulation as regards TVC Law Firm's legitimate interest in meeting its contractual obligations towards clients and the client's legitimate interest in establishing a legal claim.

We also process sensitive personal data if required in connection with case administration, for example in dismissal cases. Such sensitive personal data may relate to race/ethnicity, trade union membership, health information, including pregnancy, miscarriage or maternity/paternity leave, genetic data, religious/philosophical beliefs, a person's sex life or sexual orientation or criminal offences. Such processing is based on Article 9(2)(f) of the General Data Protection Regulation and, in the case of criminal offences, section 8(3) and (4) of the Danish Data Protection Act. Furthermore, certain cases may also entail processing of civil registration numbers which is based on section 11(2) para (4), see section 7(1), of the Danish Data Protection Act.

The Danish Money Laundering Act also imposes an obligation on us to process your identity data in certain situations, for example your civil registration number, passport number or other ID data. Data collected to meet our obligations under the Danish Money Laundering Act will be used for this purpose only.

#### *Newsletter service*

Have you registered for our newsletter? We collect personal data to enable us to send out newsletters, send you invitations or provide other information about TVC Law Firm.

If you register for our newsletter, we will use your name and email address and indication of selected specialities pursuant to Article 6(1)(a) of the General Data Protection Regulation.

#### *Website*

As a user of TVC Law Firm's website, you should know that the website contains features that require that you provide personal data. These include our contact form, where the provision of personal data is necessary to use the feature.

We also use cookies on our website. [You can read more about this in our Cookies Policy.](#)

#### **What are the sources of your personal data?**

We receive personal data from both you and other sources. These sources may be public authorities or opposing parties. In some cases, we will obtain information from public sources. This may be from the Central Business Register (CVR) or the Danish Official Gazette (*Statstidende*).

#### **Storage of your personal data**

We will only store your personal data for as long as this is necessary for the stated purposes. We will then erase your personal data automatically. However, in certain relations, TVC Law Firm is obliged to store the data for longer periods, as specified in the current legislation, such as the Danish Money Laundering Act and the Danish Bookkeeping Act (*Bogføringsloven*).

TVC Law Firm may also be entitled to store data for longer periods on the basis of legislation. An example of such legislation is the Danish Limitations Act (*Forældelsesloven*).

#### **Recipients or categories of recipients**

In connection with our provision of legal services or processing of data for marketing purposes, we may disclose your data to our business partners and suppliers. These may, for example, be IT suppliers, marketing agencies and the like. In such cases,

data processing agreements will always be entered into, and we will only disclose the data to the extent necessary and with clear instructions on how the data must be processed.

We also disclose data to other parties if this is a natural part of your agreement with us, if your data form part of the performance of a client assignment or if we are ordered to disclose the data. Such recipients may, for example, be the Danish Customs and Tax Administration (*SKAT*), the police, courts, other law firms or opposing parties.

For compliance with the Danish Money Laundering Act, we disclose ID data to the bank with which any funds received are deposited in a client account.

### **Transfer to recipients in third countries, including international organisations**

TVC Law Firm will not disclose your personal data to recipients outside the EU or EEA, including international organisations.

However, we send personal data to Campaign Monitor, which provides the newsletter service that TVC Law Firm uses. Campaign Monitor is a 'data processor' for TVC Law Firm. Campaign Monitor is based in Australia. The data processing agreement has been entered into on the basis of the EU's standard data protection clauses as stipulated in Article 46(2)(c) of the General Data Protection Regulation, and the necessary and appropriate guarantees required under the General Data Protection Regulation have thus been provided. You can read more about the guarantees in the [EU standard contractual clauses](#).

### **Automated decision-making, including profiling**

TVC Law Firm does not use automated decision-making, including profiling.

## **Your rights**

### *Right to withdraw consent*

You have the right to withdraw your consent given to TVC Law Firm at any given time.

If you choose to withdraw your consent, this will not affect the lawfulness of our processing of your personal data based on your previously given consent up to the time of your withdrawal of the consent. If you wish to withdraw your consent, it will therefore not have retroactive effect.

### *Right to see registered data (right of access)*

As a general rule, you have a right of access to the data that we process about you. However, the General Data Protection Regulation and other legislation, including the rules on lawyers' professional secrecy, contain exceptions to this.

### *Right to rectification*

You have the right to have inaccurate data about you rectified.

### *Right to erasure*

In special cases, you have the right to have data about you erased before the time of our ordinary erasure.

### *Right to restriction of processing*

In certain cases, you have the right to have the processing of your personal data restricted. If you are entitled to this, we are only allowed to process the data (except for storage) with your consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest.

### *Right to object*

In certain cases, you have the right to object to our otherwise lawful processing of your personal data. You may also object to the processing of your data for direct marketing purposes.

### *Right to transmit data (data portability)*

In certain cases, you have the right to receive your personal data in a structured, commonly used and machine-readable format and to have those data transmitted from one data controller to another controller without hindrance.

You can read more about your rights in the [Danish Data Protection Agency's guidance on the rights of data subjects](#).

If you wish to exercise one of the above rights, you can contact us at the email address provided below under contact details. Please state your full name in the email. You can also send us a letter or call us, but we must be able to identify you properly.

### **Lodging of complaint with the Danish Data Protection Agency**

You have the right to lodge a complaint with the Danish Data Protection Agency if you are dissatisfied with the way in which we process your personal data.

You can find the Danish Data Protection Agency's contact details at [www.datatilsynet.dk](http://www.datatilsynet.dk).

### **Links to other websites**

TVC Law Firm's website contains links to other websites. These links may, for example, be to public authorities, courts or other private companies. TVC Law Firm is not liable for the contents of the websites to which links are provided, nor is TVC Law Firm liable for the collection of personal data on such websites.

TVC Law Firm recommends that you always read privacy policies and other relevant information on the websites to which links are provided.

### **Contact details**

If you wish to contact us regarding our Privacy Policy or to exercise your rights, you can always send an email to [persondata@tvc.dk](mailto:persondata@tvc.dk) or contact us on tel. [+45 7011 0800](tel:+4570110800).

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