

# **Terms of Business**

#### 1. Scope

These Terms of Business shall apply to any assignment undertaken by CORIT Advisory P/S unless otherwise agreed in writing with the Client.

# 2. Identity information

CORIT Advisory P/S is subject to the Danish Act on Measures to Prevent Money Laundering and is therefore obliged to obtain and keep identity information on our Client. In accordance information on proof of identity is kept on record for a minimum of five years after the termination of the business relationship.

## 3. Confidentiality

All information received by CORIT Advisory P/S from Clients or regarding Clients in connection with an assignment is treated as strictly confidential, unless it clearly appears from the circumstances that the information is non-confidential. Further all employees at CORIT Advisory P/S are prohibited to act on confidential information with respect to insider trading etc.

#### 4. Fees

Unless otherwise agreed with the Client fees are computed on the basis of:

- The value for the Client of the advice provided by CORIT Advisory P/S, including the economic value, the importance and outcome of the assignment.
- The complexity, scope and volume of the assignment.
- Risk of the assignment.
- Time spent.
- The level of expertise required.
- Whether the assignment should be carried out under time pressure and outside normal office hours.

Fees are exclusive relevant costs and disbursements. These are charged separately.

The total fee is estimated in the letter of engagement. Clients are informed as early as possible in the event that the total fee is likely to significantly exceed the estimated fee.

VAT is added according to applicable rules.

### 5. Invoicing

The Client is invoiced after the completion of the assignment. However, assignments of long duration are invoiced on a monthly or quarterly basis, unless otherwise agreed.

Invoices are due and payable from the date of the invoice. Default interest may be charged in accordance with the Danish Interest Rates Act if payment is not received in due time.

#### 6. Communication

Electronic communication such as e-mail, fax, voicemail etc. is fully acceptable in communicating confidential and non-confidential information, unless otherwise agreed. Each party is responsible for taking proper means for protecting and insuring electronic communication of information. It is however acknowledged that electronic communication inherently involves a certain degree of risk compared to more traditional communication, such as electronic malfunctions etc.

#### 7. Use of advice

Advice from CORIT Advisory P/S is targeted the individual assignment of the Client and is not to be used for other purpose without prior consent from CORIT Advisory P/S.

# 8. Completion of the assignment

The assignment will be completed in accordance with the letter of engagement, unless the Client requests termination. CORIT Advisory P/S reserves the right to terminate an assignment if the Client has outstanding invoices with CORIT Advisory P/S or if the Client becomes insolvent. Further CORIT Advisory P/S reserves the right to terminate an assignment if believed it is in the best interest of the Client.

# 9. Liability and insurance

CORIT Advisory P/S is liable for damages in accordance with the general rules of Danish law for any direct losses that our Client may suffer as a result of our services. CORIT Advisory P/S is however not liable for indirect losses such as loss on operations, time, data, profits, goodwill etc.

Unless otherwise agreed the liability of CORIT Advisory P/S cannot exceed 3 times the fees charged in the assignment giving rise to the liability.

Clients can only hold CORIT Advisory P/S liable and not the individual employees. Moreover, CORIT Advisory P/S is not liable for possible damages caused by advisors or subcontractors which have been involved in the case in agreement with the Client.

CORIT Advisory P/S is insured against third-party risk with Codan A/S.

## 10. Marketing

Neither CORIT Advisory P/S nor the Client is allowed to use the other party's trademarks, logos, branding etc. in external publicity material, unless otherwise agreed. However, CORIT Advisory P/S may use the name of the Client and the performance of the services in marketing materials, as an indication of experience, unless otherwise agreed.

## 11. Law and Jurisdiction

Any dispute arising between CORIT Advisory P/S and the Client is subject to Danish law and the jurisdiction of Danish courts.

### 12. Privacy Policy

CORIT Advisory CVR no.34085307 will in some situations use and register your personal data. These situations will, e.g., be where you use our website, sign up for our events, sign up for "CORIT Point of View", you or your company establish a customer relationship or are considering doing so or as part of our practice of the legal profession.

CORIT Advisory is in most situations considered as data controller. This will apply in relation to the processing of personal data that is part of our daily business activities, case management and legal advice for our clients. As we are usually a data controller (and thus not the data processor), we will only exceptionally have to enter into data processor agreements with our clients.

We are obliged to protect information from business partners, customers, suppliers, and employees, including personal data. We run ongoing procedures and updates, to ensure that all rules are complied with, and we provide the best possible protection of your information.

## The purpose and legal basis for the processing of your personal data

At CORIT Advisory, we process your information for different purposes depending on your affiliation with us and your use of our services.

If you are a client or potential client, we process your information to provide legal advice and assistance, including assistance on tax disputes.

We process general information, cf. Article 6(1)(b) of the Data Protection Regulation. This can be contact information, information about commercial relationships as well as information about financial matters.

CORIT Advisory also processes sensitive personal information if our assistance as advisors requires this, cf. Article 9(2)(a) or (f) of the Data Protection Regulation. Information of criminal offenses may also be processed pursuant to section 8(3)(4) of the Data Protection Act.

In addition, according to the rules on money laundering, in some situations we have a duty to process your information about identity, including CPR number, passport number or other identification information, cf. Article 6(1)(c) of the Data Protection Regulation. Personal data used to fulfill our obligations under the Money Laundering Act is used for this purpose only.

# **CORIT Point Of View**

We collect personal information in order to send "CORIT Point Of View". If you sign up for this, we use your name and your e-mail address, cf. Article 6(1)(a) of the Data Protection Regulation.

#### Where does your personal information come from?

We receive personal information from you, but also from other sources, e.g., public authorities and / or counterparties. In some cases, we obtain information from public sources, e.g. from the Danish Central Business Register - CVR.

### Storage of your personal information

We only store your personal data for the time strictly necessary for the stated purposes, and then we will delete your personal data. If CORIT Advisory is required by law, for example under the Money Laundering Act or the Accounting Act, to keep the information for a longer period, we store the information until it may be deleted in accordance with the relevant legislation.

## Your rights

You have the right to withdraw your informed consent to CORIT Advisory at any time. If you wish to withdraw your consent, it will be valid from the time you withdraw the consent. Thus, it does not affect the legality of our processing of your personal data based on your previously given consent up to the time of withdrawal.

You have the right access the information that we have processed/registered about you. Furthermore, in case we have registered incorrect information, you have the right to have the incorrect information corrected.

In certain cases, you have the right to have the processing of your personal data restricted. If you have the right to do so, we may in the future only process the information – other than storage – with your consent or for the purpose of establishing, enforcing, or defending legal claims or to protect a person or important public interest.

You also have the right in certain cases to object to our otherwise lawful processing of your personal data. You can also object to the processing of your information for direct marketing.

You can read more about your rights in the Danish Data Protection Agency's guide to the data subjects' rights, which can be found at www.datatilsynet.dk.

If you wish to make use of any of the above rights, you may contact us at the email provided below under contact information. Please write your full name in the e-mail. You can also send a letter or call us, but we need to be able to identify you properly.

#### **Complaint to the Danish Data Protection Agency**

You have the right to file a complaint with the Danish Data Protection Agency if you are dissatisfied with the way we process your personal data. You will find the Danish Data Protection Agency's contact information at <a href="https://www.datatilsynet.dk">www.datatilsynet.dk</a>.

CORIT Advisory cannot be held responsible for the content of any websites that may be linked to from our website. We recommend that you always read the privacy policies and other relevant information from the mentioned websites.

Contact information CORIT Advisory, CVR no. 34085307.

If you want to contact us regarding the privacy policy or to exercise your rights, you can always send an e-mail to av@corit.dk