

# Bird & Bird

# Our Terms of

# Business

OC340318 and its registered office and principal place of business is at 12 New Fetter Lane, London EC4A 1JP.

Bird & Bird LLP is authorised and regulated by the SRA. The applicable professional rules and code may be found at the website [www.sra.org.uk/solicitors/standards-regulations/](http://www.sra.org.uk/solicitors/standards-regulations/).

April 2023

## 1. Introduction

### 1.1 Purpose

These Terms of Business set out the general terms that apply to the services provided by Bird & Bird Advokatpartnerselskab to its clients. These Terms of Business further comply with the duty of disclosure pursuant to chapter 6 of the current Code of Conduct of the Danish Bar and Law Society. These Terms of Business apply to all future Matters where you engage Bird & Bird Advokatpartnerselskab unless otherwise agreed.

### 1.2 Regulatory and general information

Bird & Bird Advokatpartnerselskab is a limited liability partnership registered in Denmark under the company registration no. 35 14 45 01 and is located on Sundkrogsgade 21, 2100 Copenhagen.

Information on the names of our lawyers and any other relevant information can be found on our website: [www.twobirds.com](http://www.twobirds.com) or by contacting us.

The Danish lawyers at Bird & Bird Advokatpartnerselskab have been admitted to practice law by the Danish Minister of Justice and the non-Danish lawyers are registered with the Danish Bar and Law Society. All our lawyers are thus members of the Danish Bar and Law Society and are subject to the rules of the Danish Administration of Justice Act and the Code of Conduct for the Danish Bar and Law Society, including the rules regarding client accounts.

The General Council of the Danish Bar and Law Society (in Danish; 'Advokatrådet') has issued a Code of Conduct for the Danish Bar and Law Society (in Danish; 'Advokatetiske regler') setting out the Danish legal profession's requirements for Danish attorneys practising law as regards their professional standards and business ethics. We refer you to the Danish Bar and Law Society's website: [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk).

Bird & Bird is an international legal practice comprising Bird & Bird LLP and its Affiliates. Bird & Bird LLP is a limited liability partnership registered in England and Wales with registration number

For further details on Bird & Bird, our offices, our staff and their qualifications, the use of e-mail, regulatory information and complaints procedure, please see our website, in particular '[Legal Notices](#)' with subsections.

### 1.3 Definitions

Certain words and phrases used in these Terms of Business have the following specific meanings, unless otherwise specified by the context:

**'Advice'** means, in relation to Our services, legal advice and related services that we provide to you.

**'Affiliate'** means Bird & Bird LLP or a partnership, limited liability partnership, company or sole practice affiliated or associated with Bird & Bird LLP as described on our website at any time, and includes any company wholly owned by Bird & Bird.

**'Authority'** is the SRA, The General Council of the Danish Bar and Law Society, the Disciplinary Board of the Danish Bar and Law Society and other law associations or public authorities or counsels in any country by which we and our offices and Affiliates are regulated.

**'Bird & Bird'** means Bird & Bird LLP and its Affiliates, including Bird & Bird Advokatpartnerselskab; 'Bird & Bird Person' means any Partners and/or staff at Bird & Bird.

**'Client'** means the individual or the legal person from whom we agree to accept instructions.

**'Engagement Terms'** means any letter or e-mail sent at the beginning of a Matter or a series of Matters to a Client, as supplemented or amended by any later letter or e-mail, setting out the terms on which we are engaged to act on a particular Matter or a series of Matters, and which may be extended to include subsequent Matters.

**'Expense'** means any expense, cost, disbursement, or other amount that we spend on the Client's behalf, VAT included.

**'Force majeure'** means any event beyond the reasonable control of the party affected by it and

includes telecommunications failure, power supply failure, terrorism, fuel strikes, extreme weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes, and the absence of personnel due to illness or injury.

**'Group'** means a body corporate, its subsidiary undertakings and any parent undertaking and all other subsidiary undertakings of any such parent undertaking.

**'Law'** means, in any jurisdiction, (a) any legislation, subordinate legislation and rules of law, (b) codes of conduct, regulations and rules which apply to solicitors and other lawyers including the Code of Conduct for the Danish Bar and Law Society and (c) any order of a court or arbitrator, or a direction of any Regulator.

**'Matter'** means a transaction, dispute, case or other instruction or engagement on which the Client at any time instructs us to provide Our services.

**'Our services'** means the Advice to be provided by us to the Client and any other Advice or services provided to the Client at any time.

**'Partner'**, in relation to Bird & Bird, means any co-owner of Bird & Bird or any employee or consultant who is a lawyer with equivalent standing and qualifications. Any reference to 'we', 'us', 'our', 'the firm' or any similar term means the Affiliate that advises on a Matter or assumes any obligation to the Client.

## 2. Relevant law

### 2.1 Our Affiliates

Bird & Bird Advokatpartnerselskab practises Danish Law. We may, where we consider it appropriate, obtain any part of Our services to you from one or more Affiliates. By retaining us, you authorise us to do so and to share information with these Affiliates. The provision of such services will be governed and regulated by the Law relevant to the practice of such Affiliate. The relevant Affiliate is responsible for providing its own services.

## 3. Benefit of Our services

### 3.1 Purpose of advice

Our Advice must be used for the purpose of the Matter for which we are engaged. We are not responsible for its use for a different purpose or in a different context. Our role is to provide legal advice and we are not liable for the use of our Advice in other contexts.

### 3.2 Our services are not for third parties

You agree that any Advice provided to you is provided solely for your benefit. Such services, these Terms of Business and the Engagement Terms (including any details of our fees) must not be disclosed to any third party (including any counterparty to any transaction, negotiation or proceedings to which you are party), except (a) with our written consent, (b) where you are required to disclose it by Law or (c) to your auditors or other professional advisers, or governmental agencies or regulators who, in any such case, receive it for the purpose of discharge of their duties or functions.

## 4. Handling your affairs

### 4.1 Scope of work and information

Our work is reliant on the accuracy of the information provided to us by you or on your behalf. It is important in each Matter or series of Matters, to the extent possible, in a timely manner that you (a) provide us with information and documents desirable for us to provide Our services to you, (b) inform us of your requirements and (c) inform us of any changes or additions to such information, documents and requirements.

### 4.2 Involving our personnel

Extensive Matters will often be evaluated and conducted by several persons as we always aim at allocating the optimal team for each individual assignment. The team members are assigned based on the extent and complexity of the assignment, the requirements for expert knowledge as well as the urgency of the assignment. For each assignment, we appoint a responsible Partner with whom the Client may communicate during the entire course of the assignment. The responsible Partner may be another lawyer than the Client's usual contact person at Bird & Bird. The Partner primarily responsible for the provision of Our services to you has discretion to deploy those of our lawyers, consultants, trainee lawyers, paralegals, or other staff that he/she considers necessary or desirable to ensure appropriate provision of Our services.

### 4.3 Engaging third parties

There may be circumstances where it is appropriate for us to engage other legal or related professionals on your behalf, for example, barristers, patent attorneys, trademark agents or foreign lawyers outside of Bird & Bird. We will only engage such third parties upon your prior approval. While we will exercise reasonable care in the choice, appointment and, where appropriate, supervision of third parties, we are not in any other way responsible for the work they undertake. You

will be responsible for their fees and expenses on our instructions, and we are entitled to recover from you the cost of expenses incurred by us on your behalf. We may request payment from you before settling the invoices from third parties.

#### 4.4 Privileged communication

When you seek and receive legal advice from us or if we act for you in contemplated or actual legal proceedings, communication in relation thereto will be privileged for both parties unless it is clear from the circumstances that the specific piece of information is not confidential. However, we may be required to reveal such communication to the courts according to a court order.

Where it is necessary for us to communicate with third parties such as your other advisers, adversaries or government or regulatory agencies or with fiscal authorities, such communication is unlikely to be privileged. Furthermore, in the event that you disseminate documents which are the subjects of legal professional privilege, either internally or externally, such privilege may be lost or waived, and you should discuss this with us in advance.

## 5. Fees

### 5.1 Professional fees

Unless otherwise agreed, our fees are based principally on the time spent, and we charge on the basis of hourly rates reflecting the seniority and level of experience of the staff handling the Matter. Our fees may also reflect the complexity, difficulty, value or importance of the Matter, the documentation involved, as well as the skills and specialised knowledge involved. The Engagement Terms specifies the current relevant hourly rates for the staff involved in any Matter or other basis of charging which has been agreed with you. These rates are reviewed annually (currently with effect from 1 May each year) and we will inform you of any new rates applicable to the Matter. Time spent on transport is invoiced by 50% of the hourly rate.

The above paragraph presupposes that the Client has not taken out legal expenses insurance or is entitled to free legal aid and that our Counselling is exempted from free legal aid. If the Client at a later stage takes out legal expenses insurance or is entitled to free legal aid, the Client must inform Bird & Bird thereof, and the further progress of the Matter must then be discussed as we do not assume assignments which are subject to free legal aid or other insurance or public legal aid.

### 5.2 Expenses

In addition to our professional fees, you will reimburse us for expenses paid or incurred on your behalf. These may include fees to other counsels, foreign lawyers, other professionals and expert witnesses, notaries, court and official fees, enforcement fees, registration fees, courier fees, travel expenses, photocopying and non-legal work undertaken or outsourced by us. Mileage will be invoiced according to the official rates of the Danish State and the actual expenses.

### 5.3 Estimate of costs and our time

On your request and to the extent possible, we submit an estimate of our fee. An estimate of fee is based on our knowledge about the Matter at the given time and is therefore not a binding estimate. We will inform you as soon as possible, if the total fee is expected to exceed the estimated fee. When dealing with consumers, we always inform the Client of our fee in writing before initiating the work, including information on how the fee is calculated, the expected total fee (non-binding) and an estimate of any expected disbursements.

Unless the Engagement Terms state otherwise, any estimate of fees and costs does not amount to a quotation, promise or agreement that we will perform Our services within a fixed time or for a fixed fee. Unless we indicate otherwise, the estimate is excluding expenses as described above as we are often unable to estimate the level of such expenses, especially at the outset of a Matter.

We maintain electronic time records on all Client Matters and can at any time provide you with details of fees and expenses incurred to date.

### 5.4 Value added tax

All fees and expenses stated are exclusive of VAT which will be charged where appropriate according to the Danish VAT rules. In Matters for consumers, fees will be stated including VAT. If Our services are outside the scope of Danish VAT, we do not charge VAT.

### 5.5 Payment on account

Clients may be asked for a payment on account before the work is begun for our fees and/or expenses, such as court fees, charges etc. The amount we ask you to pay on account does not represent an estimate of our fees.

Our total fees and expenses may be greater than the amount requested on account. By the terms of this letter, you authorise us at our discretion either (a) to retain any such funds paid and held on

account until the end of the Matter when the sum will either be applied against our final invoice or returned to you or (b) to apply amounts paid and held on account for fees and expenses against our invoices as they are issued. When funds paid on account have been exhausted, we may require payment of additional funds on account.

We reserve the right to suspend our work if such funds are not provided as requested. As part of our credit control procedures, we may agree credit limits with you in certain Matters. If the credit limit is exceeded, we may decline to proceed with our work. However, the full amount of work done to that date will be invoiced.

## 5.6 Client funds and our bank account

Our client account facilities in Jyske Bank where we have client pooling accounts are provided at our discretion in order to receive, hold and make available funds related to a particular Matter on which we provide Our services. Where we notify you of our bank account details, you must keep them confidential in order to protect them against abuse. Our client account must not be used in lieu of banking services. You may only use our bank account details for payments requested by us or which are arranged between us. For the purpose of compliance with the Law, we may ask for details of the source of any money paid, or to be paid, to the client account. If you are not the source of the money, we reserve the right to request evidence of the identity of the payer. We may be restricted in returning the funds to you or dealing with such funds, until all such enquiries are completed. Any amounts received which are not expected and/or are not identifiable may be returned to the sender or held pending investigation.

All client funds, including deposits, are deposited in our client account which is administered according to the current legislation and the rules of the Danish Bar and Law Society (Advokatsamfundet).

## 5.7 Client funds and risk

Generally, we will place client funds in a client account in the same jurisdiction as the Bird & Bird office to which the client funds are transferred. Any obligation which we have to you in respect of the return of the client funds will be fulfilled by our returning the amount to you (or paying to a third party on your request).

Additionally, we will not be responsible for any failure or delay in effecting any payment if this results from (a) the failure or malfunction of a payment system in any country, (b) the imposition of any form of exchange controls or similar regulations in any country or (c) any other matter or

occurrence beyond our control which renders it unlawful or impracticable for the necessary client funds transfer to be made. In such an event, and subject to the matters noted above, we will instruct our bank to make the required payment available as soon as it becomes reasonably practicable to do so.

The above provisions are subject to mandatory provisions of Law and the regulation from The Danish Bar & Law Society. Special terms and limitations may apply to client funds held by Bird & Bird in any jurisdiction other than Denmark. Funds deposited on the client account is not covered to an unlimited extent by the Danish Deposit Guarantee Scheme but are covered as an ordinary Danish bank account.

We only use respected Danish banks for deposits of client funds. We are not, however, responsible for the solvency of the bank. Pursuant to the amendment of June 2015, deposits on a law firm's client account are no longer guaranteed and are thus subject to the same rules as ordinary bank accounts with a coverage maximum of EUR 100,000 per client. The maximum coverage is calculated on the basis of each individual bank per client and encompasses the client's deposits in own bank accounts, in separate client accounts and in the client pooling account.

## 5.8 Client funds – set-off and interest

A deposit on a client account bears interest in accordance with the guidelines of the General Council of the Danish Bar and Law Society.

In accordance with the Code of Conduct for the Danish Bar and Law Society, Bird & Bird may offset any receivable from the Client against the trust amount on the client accounts for this Client. Offsetting may, however, not be made against amounts which are marked for specific purposes.

# 6. Invoicing

## 6.1 Payment terms

It is our practice to invoice on a monthly basis. Any variations to this practice will be specified in the Engagement Terms. We reserve the right to terminate our work and/or our cooperation, if any invoice is not paid by the due date.

Unless otherwise agreed with us, the payment terms are 14 days. In the event of non-payment within 14 days after the date of sending the invoice, we reserve the right to charge interest on the outstanding amount of the invoice to the maximum extent permitted by Law and to charge reminder fees.

Our invoices are payable in the currency in which they are issued.

## 6.2 Firmwide invoicing

In case Our services are provided by us and by one or more of our Affiliates, we may issue a consolidated invoice, on which the fees of one or more of our Affiliates are shown separately, or we may issue separate invoices from our Affiliates.

## 6.3 Third party liability

Even if someone else has agreed to pay, or is responsible for paying, all or part of your legal costs, we are entitled to address the invoice to you as Client and you will nevertheless remain liable for any such fees, costs and expenses.

## 6.4 Complaints

You are entitled to lodge a complaint regarding our invoice to the Disciplinary Board of the Danish Bar and Law Society ('Advokatnævnet') which is the independent part of the Danish Bar and Law Society that handles complaints against lawyers. For further information on deadlines etc., see [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk).

# 7. Conflicts and confidentiality

## 7.1 Conflicts of interest

There are occasions where accepting instructions from one client may result in a conflict or potential conflict with the interests of another client. Before we accept new instructions from you, we will routinely undertake a conflict check to establish whether any such conflict exists on the basis of the information then known to us. We therefore encourage you to supply us with exact and accurate information on the Matter and any adverse parties, and we may request further information from you.

Based on the received information, our own information of existing clients and the Code of Conduct for the Danish Bar and Law Society, we assess if there is a conflict of interest and whether we are able to act for both parties, for one party, or for neither of the parties. In such situations, we are always pleased to suggest another firm who may assist you.

We advise numerous businesses and public authorities, nationally and internationally, over a wide range of business sectors and on a wide variety of matters. You agree (a) that we may, now or in the future, without seeking your consent act for clients that compete with you or whose general business interests are or may become contrary to yours, and (b) that we will, when we accept to act

for a client that invites proposals from several interested parties (for example the selling shareholders in a corporate transaction or the customer in a sourcing project), continue to act for that first party, irrespective of which client is eventually selected as the contracting party, always subject to the Code of Conduct.

## 7.2 Confidentiality of your affairs

We are bound by strict confidentiality rules and accordingly we will treat any commercially sensitive information about your business and business affairs as confidential unless we are required to disclose any information by Law or any Regulator.

The Bird & Bird staff is further bound by special regulations in accordance with the Law concerning disclosure of insider information about listed companies and by restrictions on trading in listed securities.

Except where specific safeguards are required, client information and documents are potentially shared among Bird & Bird staff, and the information may be treated by Bird & Bird's providers, including auditors, authorities, and our insurance company to the extent necessary. Bird & Bird Advokatpartnerselskab will ensure that these parties will protect your confidentiality in the same manner as Bird & Bird Advokatpartnerselskab is obliged to.

## 7.3 Our disclosures to you

Please note that we are not required to disclose to you any documents or information about you if we cannot disclose this according to the Law or a confidentiality agreement with a third party.

If, as a result of our acting for you, you acquire any information in relation to which we notify you that we owe a duty of confidentiality to a third party, you must keep it confidential and not use it. If you breach your duty of confidentiality, you agree to indemnify us for any liability to a third party that we may incur in relation to such disclosure.

## 7.4 Data protection

Personally identifiable information of all contacts to Bird & Bird is treated with full discretion. As part of our continuing procedures concerning data records on Clients, credit checking, audit of our client funds and other financial records, money laundering compliance and management of risks in our legal practice, we use third party sourcing, data handling and updating services, external auditors and risk consultants subject to professional or contractual duties of confidentiality pursuant to applicable Law or written agreement with us.

We may process and retain data relating to you or the members of your Group for our client management and marketing purposes, including by conducting conflict checks which would involve sharing such data with our Affiliates. Our Affiliates will also make use of such data where they are involved in providing any services to you. We may also process and use such information for the particular purpose of sending you direct marketing materials, whether by post, fax, telephone, or e-mail. Where, as a matter of Law, we need your permission to do this, we will of course only do so with your consent. If you do not wish to receive this material, you must contact Bird & Bird Advokatpartnerselskab.

To the extent permitted by Law, we monitor electronic communications for the purposes of ensuring compliance with our legal and regulatory obligations and internal policies, as well as details of correspondence to supplement our relationships database.

We may keep client-related documentation in paper form or electronic form, or partly in paper and partly in electronic form. We use an electronic document management system for the bulk of client-related documentation and a knowledge management system, both of which may be made accessible to all relevant Bird & Bird Persons.

For further information on our collection and handling of personal data, please see our privacy policy on our website: Privacy Policy - Bird & Bird.

## 8. Our liability and limitations of liability

### 8.1 Liability

Bird & Bird Advokatpartnerselskab is liable in accordance with the general rules of Danish law as well as the Danish Administration of Justice Act (Retsplejeloven) and the Professional Code of Conduct laid out by The General Council of the Danish Bar and Law Society with the limitations set out in these Terms of Business, our Engagement Terms, and the terms of our professional liability insurance policies.

### 8.2 Proportional liability

If you have several advisers, including Bird & Bird, advising you on a Matter, there is a risk that Bird & Bird will be prejudiced by any limitation or exclusion of liability which you agree with any of those other advisers, including if Bird & Bird is held jointly liable.

Accordingly, you agree that Bird & Bird will not be liable to you for any additional amount or for any

amount which you would have been able to recover from that other adviser or any other such person by way of indemnity, contribution or otherwise, but are unable to recover because you have agreed to, or are treated as having agreed to, any exclusion of or restriction on liability.

### 8.3 Insurance

In accordance with the rules on professional liability set out by the Danish Bar & Law Society, Bird & Bird Advokatpartnerselskab are holders of insurance policy no. 900 615 434 1 taken out with Codan A/S covering civil professional liability, and of Bird & Bird LLP's global professional liability policy, respectively.

### 8.4 Limitation of liability

Bird & Bird disclaims any liability for indirect loss and consequential loss, including loss of profit and operating loss.

Bird & Bird is not responsible or liable for your loss which may be claimed against a third party, regardless if Bird & Bird has referred you to this third party. Further, Bird & Bird is not liable for errors made by sub-suppliers, including advisers to which Bird & Bird has referred the Matter according to agreement with you. This also applies if Bird & Bird issues the invoices.

### 8.5 No claim against individual employees or Partners

Subject to the exclusions and limitations set out in these Terms, only Bird & Bird may be held liable to you in any way for any losses which you suffer or incur, directly or indirectly, in connection with Our services.

No Bird & Bird Person assumes any personal responsibility to you or owes you any personal duty of care or will be under any personal liability to you whatsoever.

Accordingly, you agree that you may not bring any claim personally against any Bird & Bird Person, whether in contract, tort, under statute or otherwise. This will not limit or exclude the liability of Bird & Bird for the acts or omissions of Bird & Bird Persons for whom Bird & Bird is responsible.

In addition to the limitations of liability in these Terms of Business, special terms and limitations of liability may apply to services rendered in jurisdictions other than Denmark.

### 8.6 Liability cap

The liability of Bird & Bird to you together with any third parties to whom we are held liable (with or

without our consent) in relation to any one claim for losses, whether for negligence or otherwise, is limited to a maximum aggregate amount of £10,000,000 (ten million pounds). You and/or any such other third parties may together recover from us only once in relation to the same loss.

In the above 'any one claim' means all claims in aggregate against any one or more Bird & Bird Individuals and Bird & Bird Affiliates arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related Matters or similar acts or omissions in a series of related Matters and includes all claims arising from any one Matter.

## 9. Money laundering

### 9.1 General

In Denmark and the other jurisdictions in which we operate, Laws which are designed to combat money laundering may restrict our ability to act, or continue to act, for you in circumstances where we have grounds to suspect that money laundering may be involved and may impose reporting and disclosure obligations on us which override our duties of confidentiality to you.

References to money laundering include references to anti-terrorism rules and breach of international sanctions, embargoes etc.

### 9.2 Identity and background checks

In order to fulfil our obligations under Law, we are obliged to verify the identity of new Clients, and in certain circumstances existing Clients. These may necessitate verification procedures of the identity and good standing of Clients, one or more of their directors or employees or other representatives and others and the identity of their shareholders, beneficial owners, management, together with their directors or officers, related personnel and/or other relevant information, possibly including evidence of source of funds.

In some circumstances, we may decline to, or may not be permitted to proceed to, act until such procedures have been completed.

### 9.3 Suspicion of money laundering

In accordance with Law, we may be obliged to forward information as mentioned in this clause 9 to the relevant Authorities, including foreign Authorities, if we suspect money laundering regardless of whether you are under suspicion or not and without notifying you thereon. Furthermore, we may be instructed to withhold funds or documents belonging to you.

We are not liable to you for any of the above, if we act in good faith.

## 10. Termination, transfers and third parties

### 10.1 Termination

You may terminate our engagement on any Matter at any time by written notice to the Partner in charge of your Matter.

We may decide to stop acting for you on any Matter only with good reason by reasonable notice in writing in accordance with the Code of Conduct for the Danish Bar and Law Society. We will notify you accordingly unless we are precluded from doing so by Law, for example as described in clause 9.

Our engagement to you as a current Client on any Matter will be deemed as terminated when the Matter is substantially completed, although administrative tasks may remain to be performed, our final invoice has not been paid or issued, or the Matter remains open in our systems. To the extent applicable, these Terms of Business, together with the Engagement Terms, will continue to apply in relation to anything arising out of Our services related to such Matter.

All original documents, received from the Client, will be returned to the Client no later than when the Matter closes. All Matter documents will be retained electronically for 5 years from the end of the income year to which the final invoice relates.

### 10.2 Payment of fees and lien on termination

If you or we terminate our engagement, you will pay our outstanding fees and expenses, including those not yet invoiced. If on termination, for whatever reason, you fail to pay our outstanding fees and expenses which are properly due and payable, you recognise that we may be entitled to rely on a lien on certain of your documents and property which means that we may not be obliged to return them to you until you have settled such fees and expenses in full.

### 10.3 Assignment to third parties

Neither you nor we have the right to assign the obligation or rights of the agreement between us without the written consent thereto from the other party.

### 10.4 Sanctions

We may decide to suspend or to stop acting for you on any Matter if we have reasonable belief that you have become, or are likely to become, directly or

indirectly subject to any sanctions or other restrictions which prohibit us from acting for you or which might prejudice the availability of our insurance in respect of any work we do for you.

## 11. Intellectual property

The Client has the right to use the specific written material that we have prepared for use in a specific Matter, but we have and retain all copyrights and other intellectual property rights to the material.

## 12. Choice of law and disputes

### 12.1 Choice of law and venue

These Terms of Business, the Engagement Terms issued by Bird & Bird Advokatpartnerselskab, our counselling provided to you and any claim or dispute arising out of, or in connection with, any such or their subject matter or the entry into of any such, are governed by, and construed in accordance with, Danish Law, except, where the engagement extends to services of an Affiliate, to the extent described in clause 2.1 above.

Any dispute arising from our counselling, or these Terms of Business must be settled by the City Court of Copenhagen as the court of first instance.

### 12.2 Professional indemnity insurance

We have taken out liability insurance and have provided a guarantee in accordance with the rules of the Danish Bar and Law Society. The liability insurance covers any legal assistance irrespective of where such assistance is provided. The Partners and staff who are not licensed to practise law are also covered by our liability insurance.

The name and contact details of our primary insurer are Codan Forsikring A/S, Gammel Kongevej 60, 1790 Copenhagen V, Danmark, business reg. no. 10 52 96 38.

Further information concerning this subject is stated on our [website under 'Legal Notices'](#).

### 12.3 Quality and our complaints procedure

Bird & Bird continuously strives at ensuring the optimal quality of the services we render, for example, by maintaining and developing our internal quality control system with instructions, guidelines, checklists etc.

If Our services do not fulfil your expectations, please do not hesitate to inform us. We have a written complaints procedure and can supply you with a copy thereof on request. Further information

hereon is stated on our [website under 'Legal Notices'](#).

Furthermore, you are entitled at any time to refer a claim to the

Disciplinary Board (Advokatnævnet)  
of the Danish Bar & Law Society  
Kronprinsessegade 28, 1306 Copenhagen K  
Email:  
[klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk)

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