

## GENERAL TERMS AND CONDITIONS & DATA PROTECTION POLICY AS AT 30 MARCH 2022

These general terms and conditions and the data protection policy set out at section 23 apply to all assignments taken on by Bachmann/Partners Advokatpartnerselskab, CVR/Central Business Register No 39 55 25 90, unless otherwise agreed in writing with the client.

These general terms and conditions can be found at [www.bachmann-partners.dk](http://www.bachmann-partners.dk) and are also sent to the client when an assignment is accepted.

### 1. CONTACT INFORMATION, ETC.

You may contact Bachmann/Partners Advokatpartnerselskab (hereinafter referred to as Bachmann/Partners) at the following addresses:

Aarhus:  
Vestergade 5, 1. floor  
DK-8000 Aarhus C

Copenhagen:  
Brønnums Hus  
August Bournonvilles Passage 1  
DK-1055 Copenhagen K

Tel. +45 33 23 90 90  
[kontakt@bachmann-partners.dk](mailto:kontakt@bachmann-partners.dk)  
CVR/Central Business Register No 39 55 25 90

[www.bachmann-partners.dk](http://www.bachmann-partners.dk)

Bachmann/Partners is a limited liability partnership (LLP).

All lawyers and junior lawyers at Bachmann/Partners are appointed by the Danish Ministry of Justice and are members of the Danish Bar and Law Society.

### 2. CONFLICTS OF INTEREST

Prior to accepting an assignment and in accordance with the Code of Conduct of the Danish Bar and Law Society, Bachmann/Partners takes measures to ascertain any conflicts of interest which means that Bachmann/Partners must decline to take on the assignment and cannot represent the client. In that case, the relevant circumstances would be discussed with the client prior to any case management commencing. The assignment would not prevent Bachmann/Partners, subject to applicable conflict of interest rules, from advising other companies in the same industry as that of the client.

### 3. MONEY LAUNDERING

Like other law firms, Bachmann/Partners is subject to money laundering regulations with respect to certain types of cases. This obliges Bachmann/Partners to collect and store information relating to the identities of clients pursuant to the provisions of the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism (hereinafter referred to as the Money Laundering Act). When clients provide information on identity, this act is taken by Bachmann/Partners as consent to disclosing said information to financial institutions, etc., for the purposes of their compliance with their obligations pursuant to the Money Laundering Act.

Pursuant to the provisions of the Money Laundering Act, Bachmann/Partners is subject to statutory obligations when processing personal data for the purposes of preventing money laundering and the financing of terrorism. In the event that money laundering or the financing of terrorism is suspected, Bachmann/Partners is obliged to inform the Danish Bar and Law Society (hereinafter referred to as the Law Society) of this and the latter will then determine whether there is a duty of notification. If so, the Law Society will immediately forward the unedited information to the State Prosecutor for Serious Economic and International Crime.

Pursuant to the provisions of the Money Laundering Act, Bachmann/Partners is obliged to store information on identity and checked information, copies of proof of identity, records of transactions as well as documents and records relating to any suspected money laundering. This information is stored for a minimum of five (5) years. Personal data is erased five (5) years after the relationship with the client has ended or a transaction has been completed.

#### **4. FEES**

The fees of Bachmann/Partners are determined according to the usual parameters for the fees of lawyers.

These parameters specifically include the following: 1) the type and scope of the work performed, 2) the importance and value of the assignment to the client, 3) the responsibility conferred with the assignment, 4) the complexity of the assignment, 5) the result achieved in terms of the value which the advice of Bachmann/Partners has conferred on the client, 6) whether expert advice has been provided, and 7) whether the assignment was of an urgent nature which meant that it had to be performed outside usual office hours.

The fee is determined based on an overall specific assessment of the above parameters.

Determining the fee on receipt of an assignment is difficult, as not all of the above parameters are known at that time. On request, Bachmann/Partners will provide a reasoned estimate of the fee, including any anticipated costs and disbursements. Such a reasoned estimate is always provided to clients in accordance with the Code of Conduct of the Danish Bar and Law Society (hereinafter referred to as the Code of Conduct). Bachmann/Partners will inform the client at the earliest possible time if it transpires that the overall fee will likely exceed the estimate.

In cases concerning commercial relationships, the independent case management of secretaries and general secretarial work are billed according to time spent. In cases concerning consumers, only the independent case management of secretaries is billed according to time spent.

#### **5. BILLING**

Bachmann/Partners issues on-account bills at the end of every month or every quarter, by choice, and a final bill at the conclusion of the case. The terms of payment are eight days net, after which default interest may be calculated pursuant to the provisions of the Danish Interest Rates Act.

#### **6. DISBURSEMENTS**

Bachmann/Partners is not obliged to effect disbursements on behalf of the client.

The client is debited separately for disbursements and associated expenses in connection with the assistance provided. Such disbursements and associated expenses include, but are not limited to, expenditure in connection with voluminous photocopying, travel and expenses in connection with the preparation of trial bundles, including related copying and courier fees.

#### **7. CREDIT INFORMATION**

Bachmann/Partners is entitled to ascertain the credit rating of the client. This is done by obtaining information from credit rating agencies, including qualifications relating to payments and a credit score.

#### **8. PREPAYMENT/RETAINER**

Bachmann/Partners usually asks for prepayment of disbursements and expenses. Bachmann/Partners may elect to request a retainer to cover fees.

Prepayments for disbursements and expenses are always deposited in the Bachmann/Partners client account. This also applies to retainers paid in respect of fees. Prepaid sums and retainers and any interest accrued may be used to settle future invoices and disbursements unless otherwise agreed.

#### **9. ASSIGNMENT AND DURATION**

The work performed by Bachmann/Partners for the client includes legal advice and any other advice related to this. All assignments are defined in more detail in collaboration with the client.

The client and Bachmann/Partners may terminate an assignment at any time. Bachmann/Partners will always terminate in accordance with the Code of Conduct applicable from time to time. This code states that a lawyer shall not withdraw from a case in a manner and in such circumstances that preclude the client from seeking other legal advice in a timely manner and without adverse effects.

If an assignment is terminated prior to its usual conclusion, Bachmann/Partners will be entitled to its fee, including cost reimbursement in tax cases up to the time when the assignment is terminated, calculated according to the parameters set out above.

It is assumed that the assignment will lead to ongoing active work for Bachmann/Partners. If this is not the case, Bachmann/Partners will be entitled to terminate their involvement in the assignment by providing reasonable notice, including with a view to – in accordance with the applicable provisions of the Code of Conduct on e.g. conflict of interest and confidentiality – taking on the assignments of other clients.

Bachmann/Partners reserves the right to immediately cease assistance of the client if payment of our bills is significantly delayed in spite of reminders being issued, or if the client becomes insolvent. Moreover, Bachmann/Partners reserves the right to terminate its involvement in a case if, in certain circumstances, we find ourselves unable to take on the responsibility of the case management, or if we believe that it is in the best interest of the client that our collaboration is terminated.

Original documents received by Bachmann/Partners from the client or anyone else are usually returned no later than at the conclusion or termination of the assignment.

#### **10. STAFFING**

The primary contact person in connection with the completion of an assignment will be a partner. The partner responsible for the case will decide whether it is expedient to involve other partners, lawyers, etc. on the case.

#### **11. INSTRUCTIONS**

Bachmann/Partners acts based on and according to the instructions of the client. Bachmann/Partners is entitled to refuse to act according to instructions which would lead to contravention of the any legal provisions or other rules, including the Code of Conduct applicable from time to time.

#### **12. CONFIDENTIALITY**

All Bachmann/Partners staff are subject to a duty of confidentiality with respect to information received in connection with carrying out client assignments, unless it transpires from the circumstances that the information is not of a confidential nature.

This duty of confidentiality also applies after the conclusion of the assignment. The duty of confidentiality applies subject to rules and provisions which subject Bachmann/Partners to a duty of disclosure in relation to public authorities or others, including *inter alia* the provisions of the Money Laundering Act on the duty of disclosure in cases of suspected money laundering and/or financing of terrorism.

#### **13. INSURANCE**

Bachmann/Partners has taken out and maintains a legal malpractice insurance and has provided the guarantees required by the rules of the Law Society.

Bachmann/Partners is covered by a professional liability insurance taken out with HDI, Indiakaj 6, 1. floor, 2100 Copenhagen Ø, with a total cover of DKK 70 million.

This professional liability insurance covers all the legal practice of Bachmann/Partners, without limitation as to where this legal practice is performed. The liability is limited to DKK 35 million for individual cases, unless otherwise specifically agreed with the client.

#### **14. CLIENT FUNDS**

Bachmann/Partners manages client funds according to the applicable rules. Client funds are deposited into either Bachmann/Partners' general client account with Jyske Bank or into separate client accounts as specifically agreed with the client. Interest accrued – both positive and negative – accrue to the client.

Deposits in Bachmann/Partners' client account with Jyske Bank are protected by the Guarantee Fund (The Deposit Insurance Scheme) up to EUR 100,000. When calculating the protection from the Guarantee Fund, the client's balance in Bachmann/Partners' client account with Jyske Bank will be added together with the client's deposits in their own accounts with Jyske Bank. Bachmann/ Partners does not guarantee cover in addition to the amount of EUR 100,000 that the Guarantee Fund protects depositors in the event of reorganization proceedings or bankruptcy for Jyske Bank. Thus, it is not possible to obtain protection beyond EUR 100,000.

As the outstanding amount in Bachmann/Partners' client account currently accrue interest at a variable annual negative nominal rate, it is affiliated with costs to have funds deposited in the client account. As Jyske Bank cannot dispose of sums deposited in client accounts, the negative interest is technically accrued by the interest being directly deducted from the Bachmann/Partners trading account with Jyske Bank. Bachmann/Partners reserves the right to charge the client for the expenses related to the accrual of negative interest on the Bachmann/Partners general client account with Jyske Bank.

#### **15. LIMITATION OF LIABILITY**

Bachmann/Partners is liable for damages pursuant to the general provisions of Danish law with respect to any losses sustained by clients due to advice provided subject, however, to the limitation set out below.

Bachmann/Partners will not be liable for operating losses, time lost, loss of profits, goodwill or similar indirect losses. Moreover, the following limitations apply to the liability of Bachmann/Partners:

1. The liability of Bachmann/Partners for advice provided on a case or assignment cannot exceed 200% of the fees charged in the specific case and is limited to a maximum of DKK 50 million.
2. The client can only make claims against Bachmann/Partners and not against individual partners.

As a Danish law firm, Bachmann/Partners only provides advice on Danish legal issues. If an assignment involves foreign law, Bachmann/Partners recommends that the client appoints a local law firm. The involvement of Bachmann/Partners in such aspects of an assignment will not be construed as advice on foreign matters of law.

Bachmann/Partners cannot be held liable for advice provided by other advisors of the client. This applies irrespective of the fact that such advisors may have been retained through the assistance of Bachmann/Partners.

The above limitations of liability will not apply if or to the extent that they contravene mandatory statutory provisions.

#### **16. INTELLECTUAL PROPERTY RIGHTS**

The intellectual property rights relating to material prepared by Bachmann/Partners will be the property of Bachmann/Partners, unless otherwise agreed.

#### **17. ARCHIVING**

Bachmann/Partners stores case files electronically for a period of five (5) years from the date of the conclusion of the assignment, at which time Bachmann/Partners may elect to erase them.

Personal data collected pursuant to the provisions of the Money Laundering Act will always be erased five (5) years after the relationship with the client has ended or a transaction has been completed.

## **18. MARKETING**

In its marketing, Bachmann/Partners is entitled to refer to the fact that Bachmann/Partners has advised the client on a concluded case or assignment. This is provided that the case or assignment becomes public knowledge or that the client provides consent to Bachmann/Partners referring in its marketing to the fact that Bachmann/Partners has provided legal advice to the client.

## **19. COMPLAINTS AND THE RULES ON THE REGULATION OF LAWYERS**

Bachmann/Partners is subject to the general rules of the Law Society on complaints against lawyers.

If a client is dissatisfied with the assistance provided by Bachmann/Partners or with the fee charged by Bachmann/Partners, we ask that the client contacts the partner responsible for the case in the first instance. If the client and the partner responsible for the case cannot agree on an amicable solution, the client may bring the matter before the Disciplinary Board of the Law Society. The Disciplinary Board may be contacted at:

The Secretariat of the Disciplinary Board  
Kronprinsessegade 28  
1306 Copenhagen K  
Email: [klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk)

Website: [www.advokatsamfundet.dk/Advokatnaevnet.aspx](http://www.advokatsamfundet.dk/Advokatnaevnet.aspx)

Bachmann/Partners is subject to the current Code of Conduct, including the system of supervision and discipline as well as the professional conduct of lawyers set out in Section 126 of the Danish Administration of Justice Act.

The Code of Conduct may be found at [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk)

The requirements relating to client information set out at section 13 of the Code of Conduct are also found at [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk)

Depending on the nature of the assignment, Bachmann/Partners collaborates with other parties on providing assistance by agreement with the client. At the request of the client, information may be provided on the measures taken by Bachmann/Partners to ensure that there are no conflicts of interests in such instances.

## **20. LAW AND VENUE**

Any disputes arising with respect to the advice and/or assistance provided by Bachmann/Partners are governed by Danish law and the exclusive jurisdiction of the Danish courts.

Bachmann/Partners does not rely on stipulations on law and/or venue unless this is specifically agreed with the client.

## **21. COST REIMBURSEMENT IN TAX CASES**

If an individual or a company files a complaint about a decision in a tax case and a decision is made predominantly in favour of the client, the Danish State will usually reimburse 100 % of the costs incurred for professional advice including legal fees. If the decision is not predominantly in favour of the client, only 50 % of the costs incurred for professional advice is reimbursed.

The reimbursement is conditional on the individual or the company filing the complaint on the decision in a tax case being fully liable for the assistance of the professional. This will always apply to professional advice provided by Bachmann/Partners to a client. Usually, the application for reimbursement will only be made once the client has paid the fee. In all tax cases where reimbursement of costs is possible the client always assigns the claim for cost for reimbursement to Bachmann/Partners unless there is a written agreement between Bachmann/Partner and the client stating the opposite.

Applications for reimbursement may be made in complaints to the Danish Tax Appeal Agency, the tax appeals tribunal or the Danish National Tax Tribunal as well as cases brought before the courts. Moreover, applications for reimbursement may be made in cases brought before the National Tax Tribunal by the Danish Ministry of

Taxation, as well as cases in which the Danish Tax Appeal Agency, the tax appeal tribunal or the Danish National Tax Tribunal have been asked to review a prior decision.

In addition, applications for reimbursement may also be made in other cases, such as cases brought before the Court of Justice of the European Union.

To the extent that the Danish Tax Agency does not immediately approve an application for cost reimbursement, the time spent on processing the application will be billed separately, including responding to the questions raised by the Danish Tax Agency, collating documentation, etc. The work related to applying for cost reimbursement is not covered by the rules of cost reimbursement and is thus not covered by the reimbursement scheme, whether in total or in part. The expense of applying is thus to be paid in full by the client.

## **22. REPORTING OF CROSS-BORDER ARRANGEMENTS**

Act No 1573 of 27 December 2019 amended the Danish Tax Reporting Act, adding to the latter a provision for authority, bestowing upon the Danish Minister for Taxation the authority to prescribe rules that intermediaries and relevant tax payers must report to the tax authorities on any cross-border arrangements which could potentially be used for tax avoidance. By Executive Order No 1634 of 27 December 2019, the Minister for Taxation made use of this provision for authority and prescribed specific rules on this duty to report, etc. The provisions of the Tax Reporting Act and the Executive Order take effect on 1 July 2020.

According to Chapter 3 of the Executive Order, cross-border arrangements which could potentially be used for tax avoidance share certain general and specific characteristics. Bachmann/Partners does not provide advice on cross-border arrangements which may potentially be used for tax avoidance and which share the characteristics listed in Chapter 3 of the Executive Order. However, we always assist clients in defending themselves against the tax authorities in tax matters and tax criminal cases commenced by the authorities against companies and individuals, including cases covered by Act No 1573 of 27 December 2019 and Executive Order No 1634 of 27 December 2019.

Bachmann/Partners is subject to a duty of confidentiality pursuant to the rules of professional conduct, cf. Section 126(1) of the Danish Administration of Justice Act and is, as a starting point, thus not obliged to report cross-border arrangements which may potentially be used for tax avoidance to the tax authorities. Notwithstanding this fact, in the event that Bachmann/Partners inadvertently provides advice on such cross-border arrangements, Bachmann/Partners must put these matters to be reported into writing and provide these to the client. At the same time, Bachmann/Partners must inform the client of the fact that Bachmann/Partners is obliged to submit a report to the Danish tax authorities within the deadlines provided in the Executive Order specifying the deadline, should the client fail to report the information to the tax authorities within the deadlines specified.

If the client fails to provide documentation to Bachmann/Partners within the deadline specified that the information has been submitted to the tax authorities, Bachmann/Partners must submit a report within the deadline specified by the Executive Order.

In the event that the client becomes incriminated, Bachmann/Partners is discharged from its duty to report. In such cases, however, Bachmann/Partners is obliged to inform any other intermediaries of their duty to report.

## **23. PROCESSING OF PERSONAL DATA AT BACHMANN/PARTNERS – DATA PROTECTION POLICY**

In a range of circumstances in connection with the provision of legal advice and other services to clients, Bachmann/Partners processes personal data. Bachmann/Partners has a data protection policy which forms an integral part of the general terms and conditions of Bachmann/Partners. This data protection policy is set out in the following section and is also available on the website of Bachmann/Partners, [www.bachmann-partners.dk](http://www.bachmann-partners.dk).

### 23.1 Introduction

Confidentiality and compliance with the personal data protection legislation is an area of constant focus for Bachmann/Partners.



First, as a law firm, Bachmann/Partners is subject to certain obligations pursuant to the provisions of the Danish Administration of Justice Act and the Code of Conduct. Accordingly, information provided by clients must be handled in confidence.

Secondly, Bachmann/Partners is subject to the provisions of the General Data Protection Regulation (hereinafter referred to as the GDPR) and the Danish Data Protection Act. These set out specific rules for the processing of personal data.

For this reason, protecting the data of clients and others as well as a high level of protection is given high priority at Bachmann/Partners.

Below, you can learn how Bachmann/Partners handles personal data. As far as clients are concerned, this applies to personal data which has come into our possession by virtue of the fact that you are our client.

### 23.2 Data controller

When Bachmann/Partners processes personal data, this is usually done as a data controller. We are the data controller when we process personal data that form part of our daily business activities, case management and provision of advice to our clients.

Our legal details are as follows:

Bachmann/Partners Advokatpartnerselskab, CVR/Central Business Register No 39 55 25 90  
Vestergade 5, 1. floor  
DK-8000 Aarhus C

### 23.3 Bachmann/Partners as data processor

In specific circumstances, Bachmann/Partners is the data processor on behalf of our clients. In such instances, Bachmann/Partners acts according to the instructions provided by the data controller and according to the data processing agreement. In these cases, this privacy policy does not apply to the processing.

### 23.4 The purpose of processing data and categories of personal data

In connection with providing our services, we may process the following personal data on you:

Legal services:

If you are a client or a potential client of Bachmann/Partners, as a law firm, we will usually receive personal data on you to be able to meet or enter into an agreement for the provision of legal services. By way of example, if we handle a tax case on your behalf, we will receive various personal data on you. Part of this will be the information which you provide to us, it will be the information which we collect through disclosure requests submitted to the Danish Tax Agency or other authorities. We therefore basically process your personal data in order to be able to provide legal assistance to you.

As a starting point, company information is not subject to the GDPR. However, depending on the circumstances, we may process data relating to your identity, contact details and professional background, including name, email address, post address, telephone number, your private address, your position, your educational background as well as information on our business relationship. Moreover, we process information on financial circumstances, including payment details and tax information.

The legal authority for our processing of data is Article 6(1), para b, of the GDPR which states that we may process personal data when the processing is required in order to fulfil a contract to which the data subject is a party.

The basic starting point is that Bachmann/Partners will not process sensitive personal data, cf. Article 9 of the GDPR. This also applies to data relating to criminal convictions, etc., cf. Article 10 of the GDPR. Depending on the specific circumstances in the case(s) in which we provide assistance to you, we may however, have to process sensitive personal data, etc.

As a law firm, Bachmann/Partners is subject to obligations pursuant to the provisions of the Money Laundering Act, as set out above, in connection with certain of our legal services. If the matter is a case subject to the

provisions of the Money Laundering Act, we will process your personal data in that context. This will involve the processing of data relating to identity such as name, CPR/Civil Registration Number, passport number, etc. When we process data relating to identity in accordance with our obligations pursuant to the Money Laundering Act, we solely process the data with a view to meeting the obligations to which this act subjects us. Data relating to identity collected pursuant to the provisions of the Money Laundering Act is not used for any other purposes, including commercial purposes. The legal authority for this processing is Article 6(1), para c, of the GDPR which concerns the compliance with a statutory obligation to which the data controller is subject. In this case, the statutory obligation is the Money Laundering Act.

The general policy of Bachmann/Partners is that personal data collected is solely processed with a view to fulfilling the purposes for which the data was collected. In the unlikely or exceptional event that we wish to process your personal data for other purposes, we will always inform you of this. It is our policy that processing data for other purposes than the original always requires consent and, for this reason, we will always obtain your consent for this processing, cf. Article 6(1), para a, of the GDPR.

#### Our website

The website of Bachmann/Partners uses cookies to examine our users' use of the website. These cookies are used with a view to improve our website. The data collected by us is anonymous and cannot be traced to identifiable users. For this reason, it does not include personal data.

#### 23.5 Recipients

In certain circumstances, Bachmann/Partners will disclose your personal data to our collaborators and suppliers. These may include e.g. our IT provider. When we disclose your data to e.g. our collaborative partners, they solely process your personal data on behalf of Bachmann/Partners and in accordance with the instructions of Bachmann/Partners.

We may also transfer your data to external third parties if we are directed to do so, or if it is part of the service provided to you. The recipients could be e.g. the Danish Tax Agency, the Danish Tax Appeals Agency, other public authorities, the Danish courts, other law firms as well as the opponent(s) in cases.

We may also be obliged to disclose your data if you pay client money to us. In connection with depositing money received from you into a client account, we are obliged to disclose information on your identity to the financial institution with which we have the account to enable the financial institution to comply with its duties under the Money Laundering Act.

#### 23.6 Third countries

Bachmann/Partners does not transfer your personal data to third countries (countries outside the EU/EEA). This also applies to our IT provider, as the servers of our IT provider are located within the EU.

#### 23.7 Security

As mentioned above, pursuant to the provisions of the Danish Administration of Justice Act and the Code of Conduct, we are subject to a duty of confidentiality. This duty of confidentiality is a fundamental element of our business. Therefore, we have high standards with respect to security, including the safekeeping of your personal data. We have adopted a number of internal procedures and policies, the purpose of which is to ensure that we live up to an adequately high security standard. We endeavour to have in place appropriate technical and organisational security measures and use secure emails. We wish to do our utmost to secure the quality and integrity of your personal data.

In July 2018, the Danish Data Protection Agency announced that private sector practices in relation to the transmission of confidential and sensitive personal data by email via the internet are to be tightened.

From 1 January 2019, an appropriate security measure was to use encryption when transmitting confidential and sensitive personal data by email via the internet.

As of 1 January 2019, Bachmann/Partners has used encryption in all forms of email communication via the internet containing confidential and sensitive data. Bachmann/Partners uses the encryption method sikker@mail from Logiva.



If you have additional specific requirements for security in connection with sending personal data to us, we recommend that you make use of encryption. This may be e.g. secure email or password-protected files in Word or PDF, which means that the contents of the file can only be accessed by entering a password.

### 23.8 Storage and erasure

According to the provisions of the GDPR, we are not permitted to store your personal data for longer than absolutely necessary. We will, thus, erase your personal data once we no longer need to process it to meet one or more of the purposes set out above.

However, special legal provisions such as e.g. those of the Danish Bookkeeping Act, the Money Laundering Act, and the Limitation Act may oblige or entitle us to store your data for a longer period of time. The data may also be processed and stored for longer periods of time if it is depersonalised.

Personal data which we have collected pursuant to the provisions of the Money Laundering Act is stored for five (5) years after the relationship with the client has ended and is then erased.

According to the Code of Conduct, once a case has been concluded, we are obliged to store the case file, including any electronic data, for a suitable period of time. According to this Code of Conduct, this period may be generally determined by the type of case with adequate consideration for the specific circumstances. We basically store case files for at least five (5) years after the conclusion of a case.

### 23.9 Your rights

When we register personal data on you, you have certain rights which you may exercise.

Pursuant to the provisions of the GDPR, you are entitled to access the personal data on you which we process, just like you are entitled to receive a copy of this data. There are certain statutory exceptions to this right of access. Moreover, you may object to the collection and further processing of your personal data. You are also entitled to have your personal data rectified and may request of us that we limit the processing of your personal data.

If you ask us to, we will - without undue delay - erase the personal data on you which we have registered. However, we will only do so if we cannot continue the processing under another legal authority. By way of example, we would not erase data which we are obliged by law or the Code of Conduct to store for a specific period of time. If the processing is necessary to enable us to establish a legal claim on behalf of you, our client, or if it is required to enable us to respond to your enquiry, we will not erase the data.

The GDPR contains provisions on what is known as data portability. This means that, in certain circumstances, you may request that we provide you with a copy of your personal data in a structured, commonly used and machine-readable format which may be forwarded to another data controller with a view to this data controller using your data.

Only in exceptional circumstances do we process your personal data based on your consent. In the exceedingly rare circumstances in which we process your personal data based on your consent, you may withdraw your consent at any time. You may withdraw your consent by contacting Bachmann/Partners. If you withdraw your consent, we will cease the processing of your personal data unless we are entitled or obliged to continue the processing or storage of your personal data under another legal authority, including statutory authority. Withdrawal of your consent does not affect the lawfulness of the processing that occurred prior to the withdrawal of your consent.

If you wish to exercise your rights as set out above, you are always welcome to contact Bachmann/Partners.

In connection with contacting us regarding your rights, we ask that you provide us with adequate information to enable us to process your request, including your full name and your email address, thus enabling us to identify you and respond to your request. We will provide a response as soon as possible.

If you disagree with the manner in which we process your personal data or the purposes for which we process the data, you are welcome to contact us. You may also file a complaint with:

Datatilsynet/The Danish Data Protection Agency  
Borgergade 28, 5. floor  
1300 Copenhagen K

Telephone number +45 33 19 32 00

Email [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk)

#### 23.10 Contact

Please write to [pha@bachmann-partners.dk](mailto:pha@bachmann-partners.dk) if you would like us to change or erase your personal data which we have registered or if you have questions to the guidelines in our policy on the processing of personal data.