## Terms of Business Mette Klingsten Law Firm (the "Law Firm")

### 1 Scope

1.1 These Terms of Business shall apply to any legal advice and assistance rendered by the Law Firm, unless otherwise agreed in writing between the client and the Law Firm.

### 2 Contact details

2.1 The Law Firm's contact details are as follows:

Mette Klingsten Advokatfirma August Bournonvilles Passage 1 (Kgs. Nytorv) 1055 Copenhagen K

Tel:	+45 6915 3800
Email	<u>info@mklaw.dk</u>
Web:	<u>www.mklaw.dk</u>
Reg. no.:	27 80 10 21

### 3 Attorneys

- 3.1 The Law Firm's attorneys have been licensed by the Danish Ministry of Justice and are members of the Danish Bar Association (Advokatsamfundet). The Law Firm's attorneys are subject to the provisions of the Danish Administration of Justice Act, which contains special provisions relating to attorneys, including the supervisory and disciplinary system of the Danish Bar Association, and the provisions on professional conduct for attorneys, see section 126 of the Administration of Justice Act. Moreover, the Code of Conduct of the Danish Bar Association is applicable. The Code lays down requirements for attorneys' professional standard and ethics. Reference is made to the Danish Bar Association's website <u>www.advokatsamfundet.dk</u>.
- 4 Initial case handling
- 4.1 When receiving a case, we will examine whether there is a conflict of interest or loyalty, or other conditions preventing us from taking on a case.
- 4.2 The Law Firm is subject to the provisions of the Danish Money Laundering Act and is required to obtain the relevant information and documents required according to Danish legislation, when receiving a case.
- 5 Fees and payment
- 5.1 Legal fees are calculated on the basis of time spent on the handling of the case, the extent of our work, and the complexity and nature of the matter, including the expertise and experience of the attorneys involved, the values involved, the liability exposure, importance of the case to the client and the result achieved.
- 5.2 We will invoice our fees at regular intervals (usually monthly, every second month or quarterly). Individual assignments of short duration will be invoiced after completion of an assignment. Our payment terms are date of invoice plus 8 days, and VAT is added according to the Danish rules in

force. In case of late payment, we charge 2% interest after the due date for every month or part of a month. If, however, the client is a private individual, interest will be charged from the time and subject to the interest rate set out in the Danish Interest Act.

- 5.3 We will inform clients of the possibility of public legal aid according to the rules in force, or legal aid available under an insurance taken out by the client, if relevant in the case concerned. If the fee is to be paid preliminary or finally by a public authority or an insurance company, we will advise the client on the principles for fixing fees and the potential consequences for the client.
- 5.4 We may ask our clients to deposit the expected fees in full or in part. Usually, we request deposits from clients with whom we do not have regular or longstanding professional relationship.
- 6 External expenses
- 6.1 In addition to our fees for legal services, the client must pay for any expenses associated with the services rendered, including other fees such as public authority fees, reasonable travel and accommodation expenses and some copy, freight and translation costs. These expenses will be charged either separately or be included in the next invoice.
- 7 Client funds
- 7.1 We handle all client funds entrusted to us in accordance with the client account rules of the Danish Bar Association. All client funds are deposited and carry interest in client accounts with our bank (Nordea). Please note that the previous rules on depositor guarantees for client accounts ceased to apply on 1 June 2015. After this date the general rules on depositor guarantees apply, according to which usually only amounts up to EUR 100,000 per depositor will be covered if restructuring or bankruptcy proceedings are commenced against the bank concerned. If the client has additional deposits with the same bank, the restriction of EUR 100,000 applies to all accounts as a whole. Neither the Law Firm nor the individual attorneys bear the risk in relation to funds in case of the reconstruction or bankruptcy of the bank involved.

# 8 Measures to prevent money laundering

- 8.1 As a law firm, we are subject to the provisions of the Danish Act on Preventive Measures against Money Laundering and Terrorist Financing (the "Money Laundering Act"). We are required to obtain and store information about our clients' identity as well as ownership and control structure in accordance with the provisions of the Money Laundering Act. Additionally, we must examine any transactions if we suspect that the transaction is connected to money laundering or terrorist financing.
- 9 Intellectual property rights
- 9.1 The Law Firm retains ownership of the intellectual property rights attaching to documents produced and other work performed by the Law Firm, unless otherwise agreed with the client.
- 10 Duty of confidentiality
- 10.1Attorneys and other employees at the Law Firm are bound to observe professional confidentiality.All information will be treated confidentially.
- 10.2 Attorneys and other employees working with the Law Firm are subject to internal rules in accordance with the provisions of Danish law on prohibition against disclosure of internal knowledge of listed companies and on restrictions on trade with securities quoted on the stock

exchange.

- 11 Storage of files
- 11.1 As a general rule, we store all documents relating to a case electronically for five years after completion, unless the nature of the case justifies a shorter or longer storage period, or a longer storage period is required by Danish legislation.
- 12 Liability
- 12.1 The Law Firm only advises on Danish law issues and relevant parts of EU law. Any dispute between a client and us is to be resolved in accordance with Danish law before a competent Danish court.
- 12.2 We are liable for our legal assistance to clients in accordance with the general rules under Danish law, always provided that our liability is limited to DKK 50m in each individual case. We are not liable for any operating loss, loss of data, lost profit or earnings, goodwill or any other types of indirect loss or consequential damage.
- 12.3 The Law Firm has taken out professional liability insurance in accordance with the rules of the Danish Bar Association. The professional liability insurance covers all legal practises, no matter where such legal activities are carried out. the Law Firm's professional liability insurance is taken out with CNA Insurance, Hammerensgade 6, 1st floor, DK-1267 Copenhagen K.
- 13 Governing law and disputes
- 13.1 Any dispute between a client and the Law Firm relating to the law firm's legal services or these Terms of Business is to be resolved according to Danish law, and the Danish courts have sole jurisdiction, the City Court of Copenhagen being the court of first instance. However, the Law Firm may demand that such dispute be settled by an arbitration tribunal in accordance with the rules of the Danish Institute of Arbitration.