

## TERMS OF BUSINESS

Mette Klingsten Law Firm ("Mette Klingsten Law Firm")

### 1 Scope

These Terms of Business govern the basis on which Mette Klingsten Law Firm provides legal services for clients, unless otherwise agreed.

### 2 Information on Mette Klingsten Law Firm

Mette Klingsten Law Firm

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1055 Copenhagen K

Denmark

Phone +45 6915 3800

Email [info@mklaw.dk](mailto:info@mklaw.dk)

Website [www.mklaw.dk](http://www.mklaw.dk)

CVR-no. 27801021

Names and contact information of the partners and staff with The Law Firm who will normally provide legal services to the client will appear from an engagement letter or correspondence with The Law Firm.

All The Law Firm's attorneys in Commercial Law have special expertise in the Law Firm's practice areas. The Law Firm's attorneys have been licensed by the Danish Ministry of Justice and are members of the Danish Bar and Law Society (Advokatsamfundet). Now and then, The Law Firm also employs persons who are licensed to practise law in other EU countries. These persons are registered with the Danish Bar and Law Society and practise law in Denmark on the basis of their foreign titles.

The Law Firm has taken out a liability insurance and provided a guarantee in accordance with the rules of the Danish Bar and Law Society. The liability insurance covers all legal services irrespective of where such services are provided. The partners and staff who are not licensed to practise law are also covered by the Law Firm's liability insurance. The Law Firm's liability insurance and guarantee have been taken out with [ ], Denmark.

We will inform the client of any public legal aid provided by current Danish legislation or any legal

aid available under an insurance taken out by the client if relevant in relation to the specific case. If our fees are to be paid by a public authority or an insurance company, on a preliminary or final basis, we will inform the client of the principles for the fixing of fees and the possible consequences for the client.

Any dispute relating to The Law Firm's legal services will be solved according to the provisions set out in clause I1(a)(i)19.1.

In accordance with the rules of the Danish Bar and Law Society and The Law Firm's internal rules, we will examine whether there is a conflict of interest or loyalty before taking on a case. If it has been agreed with the client that The Law Firm cooperates with others on the provision of assistance to the client, we will, at the client's request, provide information on the measures taken by The Law Firm to avoid any conflict of interest or loyalty in that respect.

The Law Firm's attorneys are subject to the provisions on attorneys of the Danish Administration of Justice Act (retsplejeloven), including the supervisory and disciplinary system of the Danish Bar and Law Society, and the provisions on professional conduct for attorneys (Reglerne om god advokatskik); see section 126 of the Administration of Justice Act. Moreover, the Code of Conduct for the Danish Bar and Law Society applies. The Code lays down requirements for attorneys' professional standard and ethics. We refer to the Danish Bar and Law Society's website [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk).

### 3 Measures to prevent money laundering

Being a law firm, The Law Firm is subject to the provisions of the Danish Act on Preventive Measures against Money Laundering and Terrorist Financing (the "Money Laundering Act") (hvidvaskloven). 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. Moreover, we must examine any transaction if we suspect that the transaction is connected to money laundering or terrorist financing.

### 4 Legal services

We will usually prepare an engagement letter when we establish a professional relationship with a client. The engagement letter states the legal services that we expect to provide and the partner responsible for the client and the staff, including specialists, generally assigned to the

client. Further, the engagement letter may contain a fee agreement.

### **5 Fees**

Unless we have made a separate written fee agreement, we will calculate our fees on the basis of an estimate with due consideration to the importance and value of the case to the client, the outcome of the case, the nature and the extent of our work and the scope of responsibility involved.

We provide the client with a detailed description of our fee calculation method or an estimate of the expected fees. If we have provided the client with an estimate, and we expect that our total fees will exceed the estimated amount, we will notify the client as soon as possible. If the client is a private individual, we will always notify the client in writing.

### **6 Invoicing**

We will invoice our fees on a monthly basis or after completion of the individual case. Our payment terms are 8 days net, and we add VAT as provided by current Danish legislation. 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 may be charged from the time and subject to the interest rate set out in the Danish Interest Act (renteloven).

### **7 Deposit**

We may ask our clients to deposit the expected fees or part thereof. Normally, we request deposits from clients with whom we do not have a regular or longstanding professional relationship.

### **8 Expenses**

In addition to our fees, the client must pay for the expenses incurred by us in connection with our work, e.g. fees, travel and accommodation expenses and some copy and transport expenses. Such expenses will always be specified. We will notify the client of expected expenses, including public authority fees and transport expenses etc., and we reserve the right to request prepayment of any amount necessary to pay for such expenses.

### **9 Payment**

Payments to The Law Firm must be made in accordance with the payment information stated in our invoices.

### **10 Client funds**

The Law Firm handles all client funds entrusted to us in accordance with Danish legislation and the client account rules of the Danish Bar and Law Society (Klientkontovedtægten). All funds are deposited in client accounts with our bank, and interest on the amounts will accrue to the relevant client in accordance with the rules of the Danish Bar and Law Society.

Please note that, if a bank is failing, client account deposits are subject to the same rules on the cover of deposits as personal bank account deposits. This means that, if restructuring proceedings or bankruptcy proceedings are commenced against a bank, the depositors may lose any deposit exceeding an amount equal to EUR 100,000 per depositor.

### **11 Duty of confidentiality**

We keep confidential all information disclosed to us as part of our work subject to the rules of the Danish Bar and Law Society.

### **12 Market abuse**

We are subject to current Danish legislation prohibiting the disclosure of inside information on listed companies and restricting the trading in listed securities. Moreover, our staff are subject to internal rules preventing market abuse.

### **13 Intellectual property rights**

Our clients are entitled to use the material prepared by us to the extent required by the specific case. However, we retain ownership of the intellectual property rights attaching to such material. Our clients may use our material only in connection with the specific case and are not entitled to disclose such material to any third party without our prior written consent.

### **14 Duration**

We will continue to provide the assistance agreed until our work has been completed. We may, however, cease to provide assistance if our client makes a request to that effect or revokes its instructions, or if issues relating to our code of conduct make it inadvisable to continue our assistance. This also applies if the client's payment of our fees is delayed to a material extent, or if there is reason to doubt the client's ability to pay, and the necessary guarantee for payment of our fees is not provided, or if we believe that it is in the client's best interest that we cease to provide our assistance.

### **15 Storage of files**

In general, we store all documents relating to a case, including electronic data, for 5 years after

completion, unless the nature of the case calls for a shorter or longer storage period or a longer storage period is required by Danish legislation. We will return the original documents on completion of our work, at the latest, unless otherwise agreed with the client.

#### **16 Marketing**

Unless otherwise agreed, our marketing material may refer to The Law Firm's assistance to the client in connection with the case when our work has been completed and has become public knowledge.

#### **17 Liability and limitation of liability**

The Law Firm is liable under the general Danish law on damages for any loss suffered by the client as a result of our legal services. However, the amount of our liability is limited to DKK 50,000,000 per case irrespective of cause. The client is not entitled to more than DKK 100,000,000 for the total claims against The Law Firm raised or increased within the same or the subsequent calendar year.

The client is only entitled to raise a claim against The Law Firm as a result of The Law Firm's legal services in connection with the case and not against any individual partner or staff with The Law Firm.

We are not liable for any operating loss, loss of time, loss of data, loss of profits, loss of earnings capacity, goodwill, image or any other types of indirect loss or consequential damage.

The Law Firm only advises on Danish law issues. Any statement or information from The Law Firm concerning issues covered by the law of other jurisdictions is for informative purposes only, and The Law Firm assumes no liability in that respect. We recommend that our clients engage foreign attorneys if the case involves foreign law issues. The Law Firm assumes no liability for any legal services provided by foreign attorneys even if such attorneys have been engaged with The Law Firm's assistance.

#### **18 Complaints**

If the client finds that our legal services have not been satisfactory, we will encourage the client to contact the partner responsible for the case to find a solution. If dissatisfied with The Law Firm's legal services, the client may contact The Law Firm's Chief Operating Officer at any time.

Any complaint about attorneys will be heard by the Danish Disciplinary Board (Advokatnævnet). The rules on complaints are available at the

website of the Danish Bar and Law Society [www.advokatsamfundet.dk/Advokatnaevnet.aspx](http://www.advokatsamfundet.dk/Advokatnaevnet.aspx).

#### **19 Governing law and disputes**

Any dispute between a client and The Law Firm concerning The Law Firm's legal services or these Terms of Business are governed by 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 decided by an arbitration tribunal in accordance with the Rules of Arbitration Procedure of the Danish Institute of Arbitration.

## **PRIVACY POLICY**

### **Your personal data**

In line with the General Data Protection Regulation (the "Regulation"), which entered into force on 25 May 2018, and the Danish Data Protection Act enters into force on 25 May 2018, MK Law implements a firm privacy policy with stringent requirements for the handling of personal data.

Subsequently, there may be occasions on which MK Law holds registered personal information about you, if you are a client, a person represented by a client, or a person relating to clients. According to the Regulation and the Danish Data Protection Act, as a data controller, we must provide such persons with information about the way in which we are processing your personal information.

We only process your personal information, if it is reasonable, proportionate and necessary in accordance with the rules set out in the Regulation.

#### **1.1 Processing your personal information**

We process personal information as part of the practice of our law firm. In the outset, we only process regular personal data, such as a person's name, contact details and other identification information such as their personal id, passport etc. In certain cases, sensitive information as defined in Article 9 of the Regulation may also be processed (for example racial or ethnic origin, political, religious or philosophical beliefs, union membership, sexual orientation and health information). In some cases, we can also record criminal data.

The personal data, which is being processed for consideration of the cases, which we handle or for other relevant reasons, for instance compliance with regulatory obligations or because we keep the information for a period after the completion of the case, cf. below. We can also process the information because you are registered in our CRM system or our address books.

The information may come from the data subject directly or from others.

We further process personal data on the basis of the Danish Justice of Administration Act, the

Regulations and sections 6 and 7 of the Danish Data Protection Act.

The basis for the processing may be the personal information that the client, or a person that it represents, submit to us in connection with the legal work, which we carry out or it may be due to a legal requirement. It follows from the Danish Justice of Administration Act and the Danish bar rules that we have certain obligations to process data in connection with the cases that we handle. In addition, we also have obligations under the laundering legislation (Sections 10 and 11 of the Danish Money Laundering Act). Typically, the basis for the processing of sensitive information is that the processing is necessary for a legal claim to be established, enforced or defended, cf. Article 9 (2) (f) of the Regulation.

It may be necessary to pass on this information to others, such as courts, banks, public authorities or other lawyers, unions or auditors. This will be done within the scope of the Regulation, Data Protection Act and other relevant rules. In this regard, special rules apply in the Danish Justice of Administration Act, which means that in many cases we do not pass on information to third parties due to our professional secrecy obligations.

#### **1.2 Legitimate interests pursued during treatment**

As a general rule, all personal data is processed on the basis of Article 6 (1) (b) or (c) of the Regulation, but may also take place in accordance with the rule on balancing of interest in Article 6 (1) (f) of the Regulation.

This is because the processing of personal data may be essential for us to complete work as lawyers in accordance with the rules of the Justice of Administration Act.

#### **1.3 Storing your personal information**

We store personal information in our IT system, which is an externally hosted system (Abakion) or in other relevant archives. Relevant actions have been taken to ensure that any personal information is processed safely and that only relevant persons have access to personal information. As a starting point, personal information will be deleted 5 years after the case is completed and the file is placed in our archives, unless there is a justified reason for keeping the information longer. Personal data in CRM systems

and address book are kept, as long as we need to get in touch with each other. The Money Laundering Act contains specific rules on how long information is to be kept, which we also observe.

If the processing of your information is at your place of residence, you can withdraw this consent. You can do this by sending an email to [info@mklaw.dk](mailto:info@mklaw.dk). We will delete the information, unless there is another legal basis for continuing processing your personal information. It is noted that the deletion will not affect the legitimate processing that has taken place before withdrawing your consent.

#### **1.4 Your rights**

According to the Regulation, all data subjects that we hold personal data about have a number of rights in relation to the processing of information about them. If any such person should wish to make use of these rights, please contact us at [info@mklaw.dk](mailto:info@mklaw.dk).

##### **1.4.1 Right to access**

All data subjects are entitled to know what information we are processing about them.

##### **1.4.2 The right to rectification**

All data subjects are entitled to correct incorrect information. This includes the right to have personal data supplemented with additional information if this will make a data subject's personal information more complete or up to date.

##### **1.4.3 Right to erasure**

Data subjects may, in certain cases, have the right to have the personal data erased before expiry of the general deletion deadline, see above. This applies, for example, if a data subject no longer wishes to be registered in our CRM registry or mailing lists, but it may also be in cases where it is no longer relevant for us to process your personal information.

##### **1.4.4 Right to restriction of processing**

In certain cases, data subjects may have the right to restrict the processing of their information. This means that we will only process a limited portion of a data subject's information. If so, we will limit the processing of this information based on a specific assessment.

##### **1.4.5 Right to objection**

All data subjects are entitled to object to our otherwise legitimate processing of your personal information. However, this applies only if the processing is based on Article 6 (1) of the Data Protection Regulation. 1 letter e and f. Data subjects may also object to the use of their personal information in connection with direct marketing.

##### **1.4.6 Data portability**

In certain cases, data subjects have the right to receive their personal information in a structured, generally used and machine-readable format, and to transfer their personal information from us to another data controller.

#### **1.5 Exercise of rights and lodging of complaints**

If a data subject should wish to exercise their rights, an email can be sent to [info@mklaw.dk](mailto:info@mklaw.dk) or the lawyer or associate who is your contact person can be contacted directly. This can be done by sending an email to the relevant individual or a letter to Mette Klingsten Law Firm, August Bournonvilles Passage 1, 1055 Copenhagen K.

Data subjects also retain the right to lodge a complaint to the Danish Data Protection Agency at [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk) or by writing to Datatilsynet, Borgergade 28, 5th floor. 1300 Copenhagen K.

#### **1.6 Questions**

If any client or data subject has questions about the above or otherwise needs assistance, they are welcome to contact Mette Klingsten directly at [mk@mklaw.dk](mailto:mk@mklaw.dk).

