

TERMS OF BUSINESS

Unless otherwise agreed in writing, these terms of business apply to all legal assignments undertaken by Copenhagen Law Advokatfirma CVR-no. 38658735 for the Client.

The assignment

The assignment of Copenhagen Law covers legal assistance and is scoped in cooperation with the Client.

Instructions

Copenhagen Law acts on the basis of and in accordance with instructions from the Client. We are entitled to refuse to follow instructions if these would lead to us violating applicable law or other other relevant rules, e.g. bar code rules.

Conflicts

Copenhagen Law investigates prior to taking on an assignment if there are conflicts of interests, which bar us from taking on the assignment. Any relevant issues are discussed with the Client.

The assignment does not bar Copenhagen Law from advising other clients within the same industry as the Client with due respect to applicable conflicts of interests rules.

Credit information

Copenhagen Law is entitled to examine the Client's credit worthiness, including by obtaining information from credit rating agencies.

Confidentiality

Copenhagen Law is subject to a confidentiality undertaking in relation to the information we receive. This confidentiality undertaking also applies after the termination of the assignment. The confidentiality undertaking is subject to rules, which may require Copenhagen Law to provide information to public authorities or others, including pursuant to money-laundering rules.

Staffing

One or more partners will be the primary contact(s) for the Client. The partner in charge of the assignment decides whether to include other partners, lawyers etc. for the purpose of handling the assignment.

Fee

Copenhagen Law's fee is determined on the basis of the resources used and the value contributed by us. This requires an over all assessment on the basis of, amongst other, the following elements: The time used, the required specialist knowledge, the complexity of the assignment, any time pressure or work required outside normal working hours, the interest at hand for the Client, the potential liability and the result. VAT is added to the fee unless there are exceptions

pursuant to applicable law.

Fees can be invoiced on a monthly basis.

Payment terms are 14 days where after interest are due pursuant to the Danish Act on Interest on Claims.

Costs and disbursements

Copenhagen Law is not required to make disbursements on behalf of the Client.

Costs incurred, including larger copying assignments and travel costs, are charged to the Client.

Term of the assignment

Either of the Client and Copenhagen Law can at any time terminate the assignment. Any termination by Copenhagen Law will respect the Ethical Rules of the Danish Bar and Law Society, which determine that a lawyer cannot leave an assignment in such manner and in such circumstances that the client is prevented from obtaining alternative assistance in time and without other negative implications to its situation.

If an assignment is terminated prior to its ordinary ceasure, Copenhagen Law shall be entitled to fees and reimbursement of costs

for the period until the termination.

Limitation of liability

Copenhagen Law is liable pursuant to general rules of Danish law for any loss, which its advice may cause the Client, subject to the below limitations.

Copenhagen Law's liability does not cover liability for loss of earnings, time, profits, goodwill or other similar indirect loss. In addition, the following applies to the liability of Copenhagen Law:

- I. Copenhagen Law's liability cannot exceed DKK 10 million.
- II. The Client can only direct a claim against Copenhagen Law and thus not against individual partners or lawyers.

As Danish lawyers, Copenhagen Law will solely advise with respect to Danish law matters. If the assignment involves foreign law, Copenhagen Law recommends that the Client mandate local lawyers. The involvement of Copenhagen Law in such parts of the assignment shall not be considered advice with respect to foreign law.

Copenhagen Law is not liable for advice rendered to the Client by the Client's other advisers, even if such advisers have been mandated with the assistance of Copenhagen Law.

Liability insurance

Copenhagen Law is insured against liability and has provided guaranty in accordance with the rules of the Danish Bar and Law Society.

The insurance provided by Codan as insurance company.

Storage of files

All file documents are kept for a period of three years from the termination of the assignment, where after they are shredded.

Marketing

Copenhagen Law can in its marketing refer to having advised the Client in relation to the assignment when this has been terminated and is publicly known.

Applicable law and complaints

In case of any dissatisfaction with the advice rendered by Copenhagen Law or other handling of the file the Client may at any time contact the responsible partner.

Copenhagen Law is subject to the Ethical Rules of the Danish Bar and Law Society. The Client may complain about our advice or the fee charged to General Council of the Danish Bar and Law Society/the Disciplinary Board of the Danish Bar and Law Society. The Ethical

C O P E N H A G E N L A W

Rules of the Danish Bar and Law Society can be found here:
www.advokatsamfundet.dk.

Any disputes about the advice rendered by Copenhagen Law are subject to Danish law and the exclusive jurisdiction of the Danish courts.