

TERMS OF BUSINESS for
HELENE AMSINCK ADVOKATFIRMA

1. INTRODUCTION

These Terms of Business apply to all assignments accepted by Helene Amsinck Advokatfirma ("HAA") unless otherwise agreed.

2. SCOPE OF ASSIGNMENT AND DURATION

- 2.1 At the commencement of any assignment, HAA and the Client will agree on the scope of the assignment, either by e-mail or in a separate engagement letter. HAA will provide legal advice within the scope agreed with the Client.
- 2.2 All assignments will be handled in accordance with the applicable Danish rules, including the Code of Conduct of the Danish Bar and Law Society.
- 2.3 HAA will provide advice on Danish law only.
- 2.4 The Client and HAA may terminate the assignment at any time by informing the other party in writing. HAA is entitled to payment of all fees and expenses incurred until the time of termination.

3. FEES AND EXPENSES

- 3.1 Fees will be determined based on the time spent on the assignment; the specialist knowledge required; the significance, complexity and urgency of the assignment; the value added to the Client; and the liability involved.
- 3.2 If agreed, HAA will provide a fee estimate to be approved by the Client before commencement of any work on the assignment.
- 3.3 Unless otherwise agreed, fees will be invoiced quarterly in arrears and when the assignment has ended.
- 3.4 Invoices must be paid 14 days from the date of the invoice. In case of delayed payment, interest will be charged in accordance with the Danish Interest Act (Renteloven).
- 3.5 Any expenses and costs incurred in connection with the assignment, including costs for transportation, if relevant, will be charged to the Client.
- 3.6 HAA does not operate with any general client accounts. Any amounts due to the Client from a third party or vice versa must therefore be paid directly to the Client's own account or to the account of the third party, respectively.

4. CONFIDENTIALITY

- 4.1 HAA will treat any information received from the Client in connection with the assignment as confidential unless disclosure to third parties is a natural part of the proceedings or HAA is under a legal obligation to disclose the information to a third party or the information is already in the public domain.

5. CONFLICT OF INTEREST

- 5.1 Before the commencement of any assignment. HAA will assess whether the assignment may give rise to any conflict of interest which could prevent HAA from assisting with the assignment.
- 5.2 HAA is not prevented from accepting assignments from companies who operate within the same line of business provided that the assignments as such do not entail a conflict of interest.

6. LIMITATION OF LIABILITY

- 6.1 HAA is liable for damages under the applicable rules under Danish law but subject to the limitations in clause 6.2-6.4.
- 6.2 For any given assignment, HAA's liability towards the Client is capped at EUR 1,250,000. If HAA is held to be liable towards any third party due to any work for the Client and such liability arises out of the work that HAA has performed for the Client, the Client must indemnify HAA for any such liability which exceeds the cap indicated in this clause or for which HAA is not liable towards the Client.
- 6.3 HAA is not liable for any operation loss, loss of time, profit, goodwill, reputation or data or any other indirect losses.
- 6.4 HAA is not liable for any advice rendered by sub-contractors, including sub-contractors retained by HAA or with HAA's assistance.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Intellectual property rights associated with any documents and materials provided by HAA belong to HAA unless otherwise agreed with the Client.

8. COMPLAINTS AND LIMITATION PERIODS

- 8.1 HAA is subject to the Danish Bar and Law Society's Code of Conduct, and the Danish Bar and Law Society's ordinary rules on complaints.
- 8.2 If the Client is dissatisfied with the services rendered by HAA or the fees charged in connection with an assignment, the Client may file a complaint with:

The Disciplinary Board (Advokatnævnet) of the Danish Bar and Law Society
Kronprinsessegade 28,
DK-1306 København K
Phone number: +45 33 96 97 98
E-mail: klagesagsafdelingen@advokatsamfundet.dk.

More information on the Danish Bar and Law Society's Code of Conduct is available at www.advokatsamfundet.dk.

- 8.3 If the Client is a business client, any claim for damages against HAA will become time-barred 12 months after the date when the Client becomes or ought to have become, aware of the circumstances on which the claim is based.
- 8.4 Regardless whether the Client is a business client or a private client, all claims for damages will be time-barred three years after HAA gave the advice on which the claim is based.

9. PERSONAL DATA

- 9.1 HAA will collect, store and handle data concerning clients in compliance with applicable legislation.
- 9.2 When providing advice to the Client, HAA is considered to be an independent data controller. However, in some situations the Client may be considered data controller and HAA data processor. In this case, a data processing agreement will be entered into.

10. MANDATORY INFORMATION

- 10.1 Information that must be made available in accordance with Clause 13 of the Danish Bar and Law Society's Code of Conduct can be found on HAA's website, www.heleneamsinck.com or requested by e-mail to ha@heleneamsinck.com.
- 10.2 HAA's processing of any personal data of clients, opposing parties and/or other individuals is set out in HAA's Privacy Policy which can be found on HAA's website, www.heleneamsinck.com or requested by e-mail to ha@heleneamsinck.com.

11. GOVERNING LAW AND JURISDICTION

- 11.1 Any dispute related to advice or services rendered by HAA will be subject to Danish law and the exclusive jurisdiction of the Danish courts.