

## **CHRISTENSEN PARTNERS' BUSINESS TERMS**

Unless otherwise agreed in writing, the following business terms shall apply to any assignment undertaken by Christensen Partners Advokatpartnerselskab, CVR no. 40636552 (hereafter "Christensen Partners").

### **1. IDENTITY INFORMATION AND PREVENTION OF MONEY LAUNDERING**

As a law firm Christensen Partners is subject to the Danish Act on Measures to Prevent Money Laundering. Accordingly, we are obliged to obtain and keep identity information on any client.

### **2. CONFLICT OF INTEREST OR OF LOYALTY**

Christensen Partners provides legal services in accordance with the rules of the Danish Bar and Law Society, including the rules on professional conduct and ethics. In accordance with these rules and Christensen Partners' internal procedures as to impartiality, we ensure that no conflict of interest or of loyalty exists before we finally undertake/accept an assignment. If a conflict of interest or impartiality should arise subsequently, causing us to discontinue our work, we shall be pleased to recommend and establish contact to another law firm.

### **3. FEES AND PAYMENT**

Our legal fees are based on various parameters, such as the time spent, the expertise and experience of the attorneys involved, the complexity of the assignment and its importance to the client, the values involved, the outcome of the assignment and the liability exposure. Our fees are exclusive of relevant costs and disbursements.

Upon request – and always to consumers – we provide for an estimate of and information regarding the expected fees and costs, and we ensure that the client is informed as early as possible in the event that the total fees are likely to exceed the estimate.

### **4. INVOICING**

Unless otherwise agreed, we generally invoice the client when the assignment is completed. Ongoing assistance and assignments of long duration are invoiced at regular intervals, typically every month. The terms of payment are two weeks of the date of invoice, and VAT is added pursuant to applicable rules.

### **5. PREPAYMENT AND DISBURSEMENTS**

In general, we ask for prepayment of disbursements and costs – and in rare cases for prepayment of fees.

Prepaid fees, disbursements or costs are paid into our client account, and the amount inclusive of any interest accrued may be used to settle future invoices, disbursements and costs, unless otherwise agreed.

Disbursements and relevant costs in connection with the assistance provided are charged separately to the client

### **6. CLIENT FUNDS**

Christensen Partners handles funds held on behalf of clients in compliance with applicable law. In accordance with these rules, client funds are deposited on a separate client account. Any and all interest (positive as well as negative) accrue for the credit of the relevant client. Client funds are protected by the Act on Guarantee Scheme for Depositors and Investors (in Danish "Lov om indskyder- og investorgarantiordning"). Such protection is subject to a general maximum of EUR 100,000 per client in respect of each deposit bank. Christensen Partners is not liable for any loss of client funds, which may result from the bank where client funds are deposited not being able to pay the deposit to the client.

## **7. CONFIDENTIALITY**

Everyone at Christensen Partners is subject to a duty of confidentiality. Any information received from or regarding clients is treated as confidential, unless it appears from the circumstances that the information is non-confidential.

The duty of confidentiality is, however, subject to the rules imposing a duty of disclosure on lawyers towards public authorities and similar institutions.

## **8. INSIDER TRADING**

Everyone at Christensen Partners is subject to applicable rules on the prohibition against disclosure of inside information regarding listed companies and the prohibition against insider trading as well as to Christensen Partners' internal rules in this respect. Christensen Partners has established internal procedures to prevent insider trading.

## **9. OUR ADVICE**

Christensen Partners' legal services are based on Danish law only, unless otherwise agreed.

Our advice is targeted at each individual assignment and may accordingly not be used for any other purpose without our explicit prior consent. We are only liable to the client for the assistance provided, unless otherwise agreed.

Christensen Partners renders assistance until the completion of an assignment, unless the client requests that Christensen Partners' assistance is terminated before the assignment is completed. However, we reserve the right to discontinue our assistance immediately if the credit period of our invoices, despite reminders, has been exceeded considerably, or if the client becomes insolvent. We also reserve the right to withdraw from a matter if, in exceptional cases, we find that we cannot be responsible for handling the case or if we believe that it is in the interest of the client that our cooperation is terminated.

Original documents are generally handed over to the client no later than upon completion of the assignment, and we keep the files for at least five years from the date of invoice.

## **10. COMPLAINTS**

Christensen Partners is subject to the general rules on complaints of the Danish Bar and Law Society.

If the client is not satisfied with our assistance or fees, the client will be asked to contact the partner in charge of the matter. If agreement on a complaint cannot be reached, the client may file a complaint with the Disciplinary Board of the Danish Bar and Law Society.

The contact details of the Disciplinary Board of the Danish Bar and Law Society are:

The Secretariat of the Disciplinary Board of the Danish Bar and Law Society

Kronprinsessegade 28

1306 Copenhagen K, Denmark

Email: [klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk)

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

If the client is a consumer, the Online Dispute Resolution of the European Commission can also be used to file a complaint. This is of particular relevance if the client is a consumer resident in another Member State. The complaint can be filed by using the following link: <http://ec.europa.eu/odr>. Please refer to our email address [contact@christensenpartners.dk](mailto:contact@christensenpartners.dk) when filing a complaint.

#### **11. LIABILITY, LIMITATION OF LIABILITY AND INSURANCE COVER**

Christensen Partners is liable for our advice to clients in accordance with the general rules of Danish law, and we are insured against third-party risks with an insurance company of good repute.

Our liability is limited to a maximum of DKK 15 million per assignment. However, the compensation to a client cannot exceed DKK 15 million for claims advanced or increased within the same or the immediately following calendar year. Our liability does not comprise financial consequential losses, including, but not limited to, operating loss, loss of data, lost earnings, goodwill, image, etc., or any other indirect loss.

Christensen Partners assume no liability for advice or services rendered by other advisers, including external advisers, whom Christensen Partners, on agreement with the client, have engaged or to whom Christensen Partners have referred the client.

#### **12. LAW AND VENUE**

Any dispute between a client and Christensen Partners shall be subject to Danish law and the jurisdiction of Danish courts.

#### **13. DATA PROTECTION AND INFORMATION ON THE DATA SUBJECTS' RIGHTS**

Christensen Partners' processing of personal data is described in "Christensen Partners' Privacy and Cookie Policy" which is accessible at our website [www.christensenpartners.dk](http://www.christensenpartners.dk).