

## TERMS AND CONDITIONS FOR KELLER LAW FIRM

The following terms and conditions apply in the relation between KELLER Law Firm and its clients, unless otherwise agreed in writing.

### 1. PROVISION OF ASSISTANCE AND DOCUMENTATION

We agree the scope of the legal assistance required and what needs to be done, including by the client and others, on an ongoing basis.

All assignments are carried out in accordance with the Danish Law Society's code of conduct, the Administration of Justice Act's rules for solicitors, and other relevant legislation.

We are bound by the Danish law on financial fraud to acquire and store information on the identity of our clients in accordance with the current regulations.

After completing an assignment we store all files involved in our archive for at least five years. Original documents are returned to clients by the end of the assignment, although we can retain material until full payment has been made.

Our clients have the right to use the written material supplied by us for the purpose for which it was created but we retain copyright and other intellectual property rights to the material.

### 2. FEES AND CLIENT FUNDS

KELLER Law Firm sets the fee on basis of time spent and the extent of the work, including work outside normal hours, the value element, the responsibility involved, the complexity of the assignment, the degree of specialist knowledge required, and the result achieved.

If an assignment comes to a stay before completion due to circumstances beyond our control, the fee is calculated based on the time spent, unless otherwise agreed in writing. This applies also if the stay of the assignment is recommended by us.

Costs and expenses relating to the assignment, e.g. registration fees, stamp duties, court fees, other fees and charges of all kinds, travel, board and lodging expenses, and large copying and mail-out expenses are charged separately.

Upon being instructed in a new matter we will provide our clients with an estimation of the fee, if this is at all possible depending on the nature of the assignment. If this is not possible, the clients will be informed how the fees will be calculated. Consumer clients are given information on the fees before work commences. Such estimates, whether given at the beginning or during the handling of the assignment, are for guidance only and not binding.

In continued matters we normally invoice at least once a quarter in arrears, and more frequently if warranted by the time spent.

A fee deposit must be paid before new instructions can be carried out and large external expenses must be paid in advance.

Our clients are liable for invoices also when arrangements have been made to send the invoice to a third party for payment.

Payment falls due within 7 days of the date of the invoice. In the event of late payment, interest and reminder fees in accordance with the law on interest will be charged.

All funds entrusted to KELLER Law Firm will be managed in accordance with the rules of the Law Society and credited to the clients' account. Any interest earned belongs to the clients.

### 3. CONFIDENTIALITY AND INSIDER RULES

KELLER Law Firm handles all client information confidentially. All partners and employees of KELLER Law Firm are subject to an extensive obligation of confidentiality, and we have secure procedures for handling all confidential material.

We are bound by special rules in accordance with current legislation prohibiting the passing on of insider knowledge about companies quoted on the stock exchange and restricting trade in securities.

### 4. LIABILITY AND INSURANCE

KELLER Law Firm is responsible for any advice given in accordance with Danish Law. The liability of KELLER Law Firm, our partners, employees, and of counsels, is limited to an amount equivalent to the maximum cover of KELLER Law Firm's liability insurance – available upon request. KELLER Law Firm is insured with an approved insurance company.

KELLER Law Firm, our partners, employees, and of counsels, take no responsibility for indirect losses or damages, including loss of production, data, profits, goodwill, reputation, etc.

KELLER Law Firm's partners, employees, and of counsels, cannot be held liable for any mistakes made by advisers to whom KELLER Law Firm has referred the client, or by suppliers, with whom KELLER Law Firm, in agreement with the client, has entrusted aspects of the assignment.

### 5. CHOICE OF LAW AND DISPUTE RESOLUTION

KELLER Law Firm's counselling, other services and these business conditions are subject to Danish law. If we cannot solve a dispute by direct negotiation within 30 days after the arrival of a written complaint, either party is entitled to require that the conflict is brought before the Danish courts. Legal action must be taken in KELLER Law Firm's local court. However, the client is entitled to make any complaints to the solicitors' disciplinary authorities in accordance with current rules.