



Business terms and conditions – Gorrissen Federspiel

In general

Unless otherwise agreed to in writing, these business terms and conditions apply to each commission that Gorrissen Federspiel Advokatpartnerselskab (Gorrissen Federspiel) assists in.

Accepting a commission

Upon acceptance of a commission from an existing or new client, we apply internal protocols to ensure that no disqualification or conflict of interest is present.

Similarly, every commission is subject to our rules as to confidentiality, insider trading and money laundering.

Fee

Our fee is calculated based on the following: (i) the time spent, specialist knowledge, and experience of the involved lawyers, (ii) an overall assessment of the nature and outcome of the commission, (iii) the commission's value and importance to our client, (iv) the demands of the commission, and (v) the liability linked to the completion of the commission.

In regards to individual commissions, we usually invoice the client upon completion of the commission. However, we seek to invoice on a monthly or quarterly basis for time-consuming commissions and those commissions arising out of established client relations.

If there is a delay in payment, interest accrues on the invoiced amount. Failure to pay may lead to our resignation as both counsel in the relevant commission, and in other matters that we handle for the client.

VAT number

Gorrissen Federspiel's VAT number is DK38052497.

Our fees are exclusive of VAT and VAT will be added in accordance with applicable law.

In case the client is required under any law to withhold tax on any portion of the fee due to Gorrissen Federspiel, the fee will be increased by the amount required to put Gorrissen Federspiel in the same position as if the fee had not been subject to such withholding tax.

Expenses

In addition to our legal fee, our clients are invoiced for any expenses in connection with the commission. These expenses are either invoiced separately or in the next invoice.

Client funds

All client funds entrusted to Gorrissen Federspiel are administered pursuant to the Danish Bar and Law Society's provisions on client accounts. Client funds are deposited with our bank.

Gorrissen Federspiel is not liable for client funds deposited with our bank in the event that the bank in question becomes distressed. Client funds deposited on client accounts with our bank are subject to the general rules on deposit guarantees and are thus subject to a general limitation



of EUR 100,000 per covering all accounts held by the client with the bank in question. Gorrissen Federspiel will unless otherwise agreed with the client use its normal banking relationships. Information about the banks we use can be obtained by contacting the client responsible partner.

Liability and its limitation

As members of the Danish Bar and Law Society, all lawyers at Gorrissen Federspiel are subject to the rules of the Danish Bar and Law Society and they advise solely on Danish law.

We are liable for our assistance to our clients under the general rules of Danish law. Our liability does not include loss of operations, loss of data, loss of profits, goodwill, or any other indirect loss. In the event that the liability of any other advisor or third party is limited, excluded, or recoverable from insurance in any way in connection with the matter/transactions, the liability of our firm for any losses, liabilities, damages, costs, charges, and expenses will be limited to the amount for which we would have been liable in the absence of such limitation, exclusion or recovery.

Our liability is limited to an amount equal to 25 times the fee for the matter at hand, with a maximum limit of DKK 50 million.

A client can only bring its claim against Gorrissen Federspiel Private Limited Partnership and not against individual partners or other employees.

Relationship to other advisers

If relevant to seek advice from other advisers, for instance, in relation to foreign rules of law, the client is consulted in connection with the choice of adviser. The client is the customer of the chosen external advisers even if their invoices are issued to Gorrissen Federspiel. Furthermore, we are not liable for the assistance provided by such external advisers.

Conclusion of client relationship or matter

Our client relationship terminates when the final invoice for our assistance in the matter is issued, or at the request of the client. If we, in a specific matter, no longer believe that we are able to act in the matter in the best interest of the client, we can resign as counsel. Original documents are usually delivered to the client in connection with the completion of the commission.

Copyright

Unless otherwise agreed with the client, the copyright to material produced by Gorrissen Federspiel belongs to Gorrissen Federspiel.

Complaints

If our assistance or fees do not meet the expectations of the client, we encourage the client to contact the partner in charge of the client relationship. We will then discuss the matter and seek an amicable solution to the issue. Gorrissen Federspiel is subject to the general rules of the Danish Bar and Law Society in respect to complaints, including complaints to the Disciplinary board, www.advokatnaevnet.dk.

Choice of law and venue

Any dispute with Gorrissen Federspiel is to be settled in accordance with Danish law and at the exclusive competence of the Danish courts.



Other matters

- Confidentiality

All Gorrissen Federspiel staff members have signed a declaration, which expressly acknowledges a duty of confidentiality to information related to our clients' commissions and other matters.

All information received from our clients in connection with our assistance is subject to our duty of confidentiality as attorneys. We actively adhere to this duty by holding all our clients' information in strict confidence. The duty of confidentiality apply subject to rules which require lawyers to provide information to public authorities and others, hereunder the provisions on money laundering and the provisions on mandatory reporting of cross-border arrangements pursuant to EU directive 2018/822/EU (DAC6).

- Rules on insider trading

Gorrissen Federspiel staff members are bound by internal rules, which meet the requirements of the market abuse regulation regarding handling of inside information on listed companies, and restricts trading in listed securities.

- Data protection

Gorrissen Federspiel will as part of your communication and interaction with us collect and process personal data about you. You can read more about Gorrissen Federspiel's collection and processing of your personal data and your rights as a data subject in our [privacy notice](#).

- Provisions on money laundering

As a law firm, Gorrissen Federspiel is subject to the Danish Act on precautionary measures for the prevention of money laundering and funding of terrorism.

Pursuant to this Act, we are under an obligation to obtain identity information and documentation from new as well as established clients, which have not previously submitted identity information. Thus, clients are required to submit information on their name, address, and civil registration number (CPR number) or central business registration number (CVR number), when placing a commission with us. Foreign clients are required to submit similar information, which identifies the client in the same manner as the Danish civil registration number identifies a person and the central business registration number identifies a company.

Information on identity for physical persons collected by Gorrissen Federspiel pursuant to the provisions on prevention of money laundering will only be processed and kept for the purpose of prevention of money laundering and financing of terrorism. No processing will be made for other purposes, including commercial purposes. Under the provisions on money laundering we are in certain situations required to notify the Danish Bar and Law Society and the State Prosecutor for Special Financial and International Criminal Activities in case of suspicion of or probable cause to assume that a transaction, financial means or an activity has or have had connection with money laundering or financing of terrorism. In case of such notice the identity information provided may be delivered to the Danish Bar and Law Society or the State Prosecutor for Special Financial and International Criminal Activities.

Pursuant to the Act, identity information is kept on file for a minimum of 5 years after client relations have ceased.

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