MAGNUSSON DENMARK ADVOKATPARTNERSELSKAB - GENERAL TERMS AND CONDITIONS

1. Application and interpretation

1.1 These general terms and conditions apply to all services provided to clients by Magnusson Denmark Advokatpartnerselskab ("**Magnusson**"), Danish company registration number (CVR) 3749 8092.

1.2 Your new or continuing instructions will amount to your acceptance of these general terms and conditions.

1.3 In providing Magnusson's services, Magnusson is required to observe the code of conduct established by the Danish Law Society (Det Danske Advokatsamfund) as well as other relevant bar associations (including the Council of Bars and Law Societies in Europe (CCBE) in respect of cross-border activities within the European Economic Area). Subject to clause 15.1, any variations to these general terms and conditions must be agreed and recorded in writing before they take effect.

2. Authority

2.1 When you instruct Magnusson, you thereby give Magnusson the right, unless you notify Magnusson otherwise, to take any action which Magnusson considers necessary or desirable to carry out the engagement. For instance, Magnusson shall have the right to engage other advisers and professionals and also to otherwise incur reasonable costs on your behalf. If Magnusson engages other advisers and professionals, Magnusson may ask that you contact them directly and thereby assume direct responsibility to them for the payment of their fees and costs.

3. Services

3.1 For each engagement, one of Magnusson's partners will be primarily responsible for the provision of Magnusson's services (the engagement partner). That partner has complete discretion to deploy such of Magnusson's lawyers and other staff as he or she deems necessary or desirable to ensure appropriate delivery of the services.

3.2 Magnusson's advice is tailored to the circumstances in the particular engagement, the facts presented to Magnusson and your instructions. Accordingly, the advice may not be relied on in any other matter or used for any other purpose than that for which it was given.

4. Intellectual property rights

4.1 The copyright and other intellectual property rights in work products that Magnusson generates for you vest in us, although you have the right to use such work products for the purposes for which they were provided. Unless expressly agreed otherwise, no document or other work product generated by Magnusson may be generally circulated or used for marketing purposes.

5. Confidentiality and disclosure

5.1 Magnusson will protect the information you disclose to Magnusson in an appropriate manner and in accordance with the relevant code of conduct. Magnusson is, however, in certain instances required by law or permitted by relevant code of conduct to disclose such information.

5.2 Where Magnusson agrees to carry out an engagement for more than one client, Magnusson has the right to disclose such materials and other information that one of the clients has imparted to Magnusson to the other clients. In some cases Magnusson also has a professional obligation to disclose such materials and information to the other clients.

5.3 If Magnusson engages or liaises with other advisers or professionals in the course of an engagement, Magnusson may communicate to them, all materials and other information which Magnusson believes may be relevant to assist them in advising or carrying out other work for you. The same applies to materials and other information that Magnusson has obtained as a consequence of the checks and verifications carried out by Magnusson according to clause 2.1.

5.4 If Magnusson does not charge VAT on Magnusson's services to you, Magnusson is required by law in some cases to provide information to the tax authorities concerning your VAT number and value of the delivered services. When you instruct Magnusson you are deemed to have consented to Magnusson providing this information to the tax authorities.

6. Fees and expenses

6.1 Magnusson's principles for charging fees follow the relevant code of conduct and Magnusson's fees are normally determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, experiences and resources required, the amounts involved, the risks assumed (if any) by Magnusson, time constraints and the result achieved.

6.2 Magnusson is likely to incur certain expenses in addition to Magnusson's fees, which Magnusson expects you to pay. The expenses may include such incidental costs as registration fees, registry search fees, fees of other advisers and professionals, travelling, temporary workers, catering, photocopying, courier, fax and telephone charges.

6.3 All fees and expenses are exclusive of added tax, which will be charged where appropriate.

7. Invoicing and payment

7.1 Magnusson's normal practice is to send invoices on a monthly basis. Magnusson may send you preliminary (on account) or final invoices. Preliminary invoices may not include an exact assessment of the full amount due, but will give a broad indication of the work done. In such cases, the final invoice for the matter or the part of the matter will set out the total amount of Magnusson's fees and expenses with the fees and expenses payable according to any preliminary invoiced deducted.

7.2 In certain cases, Magnusson may request an advance payment. Such payment will be used to settle future invoices. The total amount of Magnusson's fee and expenses for the engagement may be more or less than the amount of the advance payment.

7.3 Each invoice sets out its due date (normally not less than 8 days from the invoice date). Interest on overdue payment will be calculated according to the Danish Act on Interest.

7.4 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. It is, however, in the rarest cases that all the legal expenses the winning party has incurred will be recoverable from the losing party. Irrespective of whether you should be the winning or losing party you must pay Magnusson's fees for services rendered and expenses incurred in representing you in litigation and arbitration.

7.5 If Magnusson's fees and expenses are to be financed by making use of legal costs and expenses insurance you must still pay Magnusson's fees and expenses to the extent they exceed whatever is paid out under the insurance.

7.6 If you ask Magnusson to address an invoice to someone else, Magnusson may accommodate your request only if it is evident that the arrangement will not violate any laws, the identity of the recipient has been verified in respect of the addressee and that you, on demand, will promptly pay any amounts which have not been paid by the due date. No client relationship with such addressee is assumed.

8. Liability and limitations

8.1 Magnusson's liability for any loss or damage suffered by you as a result of negligence or other breach of contract on Magnusson's part shall in respect of each engagement be **limited to the lower of (i) the sum provided by our professional indemnity insurance and (ii) the double of the sum of our legal fees on a particular matter**.

8.2 Magnusson shall under no circumstances be held responsible for non-delivered production, profit or any other direct or indirect damage, loss or consequential loss.

8.3 Magnusson's liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.

8.4 Other advisers and professionals shall be deemed independent of Magnusson (and irrespective of whether Magnusson has engaged them or if you have engagement them directly). Hence, Magnusson assumes no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. The aforesaid applies regardless of whether they report to Magnusson or to you.

8.5 If you have accepted any exclusion or limitation of liability from any other adviser or professional, Magnusson's total liability to you shall be reduced by the amount of the contribution that Magnusson could have been able to recover from that adviser or professional if its liability to you had not been so excluded or limited (and regardless of whether that other adviser or professional would have been able to pay the contribution to Magnusson).

8.6 Magnusson shall not have any liability for any loss or damage suffered as a result of the use by you of Magnusson's work products or advice in any other context or of any other purpose than for which it was given. Except as provided under clause 8.9, Magnusson shall not have any liability to any third party through the use by you of Magnusson's work products or advice.

8.7 Unless the engagement specifically included the rendering of tax advice, Magnusson will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of Magnusson's services.

8.8 Magnusson will not accept any liability for any loss or damage suffered as a result of events beyond Magnusson's control, which events Magnusson reasonably could not have anticipated at the time we accepted the engagement and whose consequences Magnusson could not reasonably have avoided or overcome.

8.9 If, at your request, Magnusson agrees that an outside party may rely on Magnusson's work products or advice, this will not increase or otherwise affect Magnusson's liability to Magnusson's disadvantage, and Magnusson can only be held liable to such outside party to the extent Magnusson can be liable to you. Any amount payable to an outside party as a result of such liability will reduce Magnusson's liability to you correspondingly and vice versa. No client relationship with such outside party is assumed. The aforesaid applies also if, at your request,

Magnusson issues certificates, opinions or the like to an outside party.

8.10 All limitations of liability applicable to Magnusson under these terms and conditions or any separate agreement with you will also inure in all respects to the benefit of, and apply to, any partner or former partner of Magnusson and any lawyer or any other person who is working or has worked for Magnusson or who is engaged or has been engaged by Magnusson.

9. Complaints and claims procedures

9.1 If, for any reason, you are dissatisfied with Magnusson's services or have a complaint, you should notify the relevant engagement partner as soon as possible.

9.2 Claims shall be submitted to as soon as you have become aware of the circumstances giving rise to the claim. No claim may be made later than 365 days after the later of (i) the date last invoice was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known or could have become known to you after reasonable investigations.

9.3 If your claim is based on a claim against you by an authority or third party, Magnusson or Magnusson's insurers shall be entitled to meet, settle and compromise such claim on your behalf, provided that - taking into consideration the limitations of liability in these general terms and conditions and, if any, the engagement letter - you are indemnified by Magnusson. If you meet, settle, compromise or otherwise take any action in relation to such claim without Magnusson's consent, Magnusson will not accept any liability for such claim.

9.4 If you are reimbursed by Magnusson or Magnusson's insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to Magnusson or Magnusson's insurers by way of subrogation or assignment.

10. Professional indemnity insurance

10.1 Magnusson maintains professional indemnity insurance in addition to the Danish Bar Association's compulsory professional indemnity insurance.

11. Termination of engagement

11.1 You may terminate Magnusson's engagement at any time by requesting Magnusson in writing to cease acting for you. If you do so, you must still pay Magnusson's fees for services provided and expenses incurred prior to the date of termination.

11.2 Law and the relevant code of conduct may set out circumstances that require or allow Magnusson to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicion of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or the confidence and trust no longer exist between us. If Magnusson decides to terminate Magnusson's engagement, you must still pay Magnusson's fees for services provided and expenses incurred prior to the date of termination. An engagement will in any event end when Magnusson has fulfilled your instructions in relation to that engagement.

11.3 After the conclusion or termination of an engagement, Magnusson will keep (or store with third party) essentially all documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which Magnusson deems to be adequate for that particular type of engagement, however, under no circumstances for a period of time shorter than that required by law or under the relevant code of conduct.

11.4 Since Magnusson is under an obligation to retain essentially all documents and work products accumulated or generated in a matter, Magnusson cannot meet any request by you to return (without making a copy) or destroy a document or work product in advance of the expiration to the retention period. If you ask Magnusson to empty Magnusson's electronic files with Magnusson's document management system, Magnusson will observe your request to the extent permitted by law and the relevant code of conduct (but retain a physical copy of each document or save them onto any electronic storage media) and normally against payment if the work involved is time-consuming.

11.5 Unless otherwise expressly agreed, all original documents will be sent to you at the conclusion or termination of an engagement. Magnusson may keep a copy of such documents for Magnusson's own records.

12. IT-policy and communication

12.1 We co-operate and communicate electronically via the internet and email, and we also use electronic work tools and cloud-based solutions (e.g., document management systems, AI tools, e-signature services, and virtual data rooms). Although we take reasonable measures to ensure that we maintain a high level of information security, and that suppliers providing such IT services to us also do so, electronic communications, as well as electronic work tools and cloud-based solutions, entail risks from an information security and confidentiality perspective. Moreover, regarding electronic communications, filters, firewalls, and similar security devices may sometimes filter out legitimate emails.

12.2 Magnusson's basic work rule is that all employees have access to all cases, whether in the mail system or in any physical form.

12.3 In case of need for a greater level of confidentiality in a particular case, Magnusson will, to the extent

necessary, give the employees who work on the case access rights, so that access to the case is limited to only the employees involved.

12.4 If required by statutory law that specific documents must be secured with a password or any other type of security method, Magnusson will ensure that such measures are undertaken.

12.5 Magnusson will download information, images and the like only from secure media. This also applies, if documentation has been received on a USB connector, in which case Magnusson will ensure that the provider of the USB connector is a reliable source.

12.6 Magnusson may retrieve personal data via server mail systems. If you want certain personal data or any other data to be deleted from Magnusson's databases, you must contact the partner with Magnusson handling the case to discuss such wish.

12.7 Magnusson retrieves and stores only personal data in accordance with current Danish and EU legislation.

12.8 Magnusson stores paper documents only to the extent necessary. To the extent possible, all paper documents are scanned and downloaded to our electronic system.

12.9 Magnusson discards personally sensitive paper documents by laying them in locked security containers for later shredding.

13. Links to other websites

13.1 Magnusson's website contains links to other websites or microsites. Magnusson is not responsible for the content of websites posted by other parties or government agencies or for their policy for collection of personal information.

13.2 When you visit other websites you should always read the private policy and other relevant policies for that website.

14. Amendments and prevailing terms

14.1 These general terms and conditions may be amended by Magnusson from time to time. The current version can always be viewed on Magnusson's website www.magnussonlaw.com. Amendments will become effective only in relation to matters initiated after the amended version was posted on Magnusson's website.

15. Personal data and GDPR

15.1 With respect to our policy on handling of personal data, including receipt, storage, processing, third party sharing and deletion etc. reference is made to our GDPR policy.

16. Know your customer – money laundering and financing of terrorism

16.1 If the matter that we are asked to work on is governed by the legislation on money laundering and financing of terrorism (*in Danish: hvidvaskloven*) we are, as your lawyers, obliged to collect and maintain ID identification.

16.2 In advance of accepting your instruction you will be asked to respond to a "know your customer" questionnaire. We can reject to work on a matter until all relevant KYC documentation has been supplied to us.

16.3 Should we suspect that a client is engaged in money laundering or financing of terrorism we are obliged to notify the State Prosecutor for Serious Economic and International Crime (*in Danish: Statsadvokaten for Særlig Økonomisk og International Kriminalitet, SØIK*) about the activities and surrender the ID identification documentation that we have collected. We are not allowed to inform you that such notification has taken place.

17. Governing law and disputes

17.1 Theses general terms and conditions and, if any, the engagement letter and all issues in connection with any of them, Magnusson's engagement and services shall be governed by and construed in accordance with substantive Danish law.

17.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions or, if any, the engagement letter or the breach, termination or invalidity thereof or regarding Magnusson's engagement letter or services, shall be finally settled by arbitration in accordance with the rules of the Danish Institute of Arbitration. The seat of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English unless Magnusson and you agree to use Danish.

17.3 All arbitral proceedings conducted with reference to clause 17.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential. Such information, decision or award, may not, in any form be disclosed to third party without the express consent of the other party. A party shall, however, not be prevented from disclosing such information in order to preserve its rights versus the other party or an insurance policy underwriter or if the party is required to so disclose pursuant to mandatory law or stock exchange rules and regulations or similar.

17.4 Notwithstanding clause 17.2, Magnusson shall be entitled to commence proceedings for the payment of any amount due and disputed in any court with jurisdiction over you or any of your assets.

17.5 Magnuson clients who are consumers may under certain circumstances contact the Danish Bar Association's Consumer Disputes Board to try disputes regarding fees or other financial claims against Magnusson. For further information see www.advokatsamfundet.dk.