Terms and Conditions

1. Objective

1.1 These terms and conditions apply to tasks undertaken by Freinsilber Advokatfirma (hereinafter "Freinsilber Advokatfirma", "the company" or "I"), unless otherwise agreed in writing.

2. Freinsilber Advokatfirma

2.1 Freinsilber Advokatfirma provides legal advice and is registered with the Danish Business Authority as a sole trader with CVR no. 41 67 64 93.

2.2 Freinsilber Advokatfirma's contact details are as follows:

Freinsilber Advokatfirma
August Bournonvilles Passage 1
1055 Copenhagen K, Denmark
mail@freinsilber.com
Tel. +45 25 43 03 02

3. Scope of advice

3.1 The scope of the advice is determined by further agreement and will in all circumstances take place in accordance with current legislation and the code of ethics established by the Danish Bar and Law Society.

3.2 Freinsilber Advokatfirma's legal assistance is based on Danish law. Assessments and recommendations prepared for the purpose of a task only apply to matters subject to the Danish legal system, unless otherwise agreed with the client.

4. Conflict of interest or loyalty

4.1 In accordance with the Danish Bar and Law Society's regulations and the firm's impartiality procedures, Freinsilber Advokatfirma clarifies that there is no conflict of interest or loyalty before deciding to undertake a task. If incapacity or a conflict of interest arises during the processing of a task, which means that Freinsilber Advokatfirma has to resign from the assignment, I will happily recommend another legal practitioner.

5. Personally identifiable information and money laundering

5.1 Freinsilber Advokatfirma is – in line with other law firms – covered by the law on preventive measures against money laundering and terrorist financing (the Danish Money Laundering Act). Therefore, the company has a duty to obtain and store personally identifiable information on its clients.

5.2 Should I have any suspicion that a client is laundering money or financing terrorism, I am obliged to report the activities to SØIK (the State Prosecutor for Serious Economic and International Crime) and pass on the client's information. I am not allowed to provide information with regards to the reporting.

6. Fee

6.1 The determination of my fee is based on various parameters, unless otherwise agreed with the client. These parameters include the nature, scope and complexity of the task, the significance of the task for the client, time spent, values involved, result achieved and the responsibility associated with the solution of the task. My fee is exclusive of relevant costs and expenses.

6.2 It can be difficult to determine the amount of the final fee upon receiving the task, but as a starting point, I provide a reasoned estimate of the expected size of the fee before the work begins. In cases where there is difficulty in providing such an estimate, I can provide information on which parameters the fee will be based on, e.g. the hourly rates that will apply to the assignment, upon client request. The client will be informed if the fee is expected to exceed the estimated amount during the course of a task.

6.3 I always inform consumers about the expected fee or the criteria for calculating the fee before starting any work.

7. Invoicing

7.1 Generally speaking, Freinsilber Advokatfirma requires expenses and costs to be paid in advance. In a number of cases, the company also requires fees/deposits to be paid in advance.

7.2 Prepaid fees/deposits, expenses or costs are deposited in the company's client account and can be used, including any interest, to offset future invoices and cover costs, unless otherwise agreed.

7.3 I can state that negative interest is accrued, currently at maturity 0.75% p.a., which is why – in addition to my fee and my costs – interest expenses must also be expected to the extent that there will be deposits in the company's client accounts during the case.

7.4 As a general rule, earned fees are invoiced monthly.

7.5 The payment terms are 8 days from the invoice date. Interest on arrears accrues in accordance with the Danish Interest Rates Act. VAT is added according to the rules and regulations in force at any given time.

8. Expenses

8.1 The client is charged separately for expenses and relevant costs in connection with the assistance provided.

9. Confidentiality and internal knowledge

9.1 All information received from or about a client in connection with work performed for the client is considered confidential in accordance with current rules and regulations of the Danish Bar and Law Society. Every person employed by Freinsilber Advokatfirma has a duty of confidentiality. However, I cannot guarantee that confidentiality is maintained through external communication.

10. Insider rules

10.1 Every person employed by Freinsilber Advokatfirma is also covered by current legislation prohibiting the disclosure of inside information about listed companies and restrictions on trading in listed securities.

11. Use of our advice

11.1 Freinsilber Advokatfirma's advice is targeted to the specific task and may therefore not be used for any other purpose without my prior written consent. Freinsilber Advokatfirma is solely responsible to the client for the advice that the firm has provided for the specific purpose, unless otherwise agreed.

12. Completion of the task

12.1 Freinsilber Advokatfirma completes the task until its natural close or until the client requests that the case be closed. However, I reserve the right to terminate my assistance immediately if the credit period on my invoices has been exceeded despite reminders or if the client is affected by insolvency. I also reserve the right to withdraw from a case if, in special cases, I no longer find myself able to take responsibility for the case processing or if I find that it is in the client's interest that our co-operation ends.

12.2 Original documents are usually handed out on request no later than in connection with the completion of the task, and Freinsilber Advokatfirma keeps the case files electronically for a minimum of five years from the final invoice date.

13. Complaints

13.1 Freinsilber Advokatfirma is covered by the rules on lawyers in the Danish Code of Judicial Procedure, the Danish Bar and Law Society's regulatory and disciplinary system and code of conduct, cf. Section 126 of The Danish Administration of Justice Act, including current rules on legal ethics. You can find more information on these rules on the Danish Bar and Law Society's website: www.advokatsamfundet.dk

13.2 Any dispute in relation to my assistance or my fee can be brought by the client to the Danish Bar and Law Society Complaints Board, Kronprinsessegade 28, DK-1306 Copenhagen K, Denmark, e-mail: klagesagsafdelingen@advokatsamfundet.dk. See more information at www.advokatnaevnet.dk

13.3 If a client is dissatisfied with my assistance or my fee, I do ask that the client contacts me before contacting the Danish Bar and Law Society.

14. Applicable law and venue

14.1 Any dispute between a client and Freinsilber Advokatfirma must be settled in the Danish courts with the Court of Copenhagen as the venue and in accordance with Danish law.

15. Liability, limitation of liability and insurance

15.1 Freinsilber Advokatfirma is responsible for the legal advice in accordance with the general rules of Danish law and with the restrictions stated in these terms and conditions.

15.2 Freinsilber Advokatfirma is covered by a liability insurance provided by a recognised insurance company. I am covered by a liability insurance and guarantee scheme provided by HDI Global Specialty Denmark, which is a branch of HDI Global Specialty SE, Germany, Indiakaj 6, 1st floor, 2100 Copenhagen Ø, Denmark, CVR no. 41 26 86 38, policy no. 156-76263237-30052. The liability insurance covers all legal practice carried out by Freinsilber Advokatfirma's office in Denmark, regardless of where the legal practice actually takes place.

15.3 Freinsilber Advokatfirma's liability does not include financial consequential losses, including but not limited to operating losses, loss of data, loss of time, lost profits, goodwill, image, etc. or other forms of indirect loss.

15.4 The liability for advice in connection with the individual task is limited to 10 times the fee for the task in question, up to a maximum of DKK 2.5 million. A client can receive a maximum of DKK 2.5 million in compensation for all claims raised by the client within the same or the immediately following calendar year. The client shall indemnify Freinsilber Advokatfirma to the extent that Freinsilber Advokatfirma is held liable to third parties arising from work carried out for the client, which along with any claims from the client exceeds the limitations mentioned in this section or for which Freinsilber Advokatfirma is not liable to the client.

15.5 In the event of a bank going bankrupt, depositors can obtain cover in accordance with the Act on a Depositor and Investor Guarantee Scheme. The guarantee fund covers an eligible depositor's net deposit up to an amount corresponding to the equivalent of EUR 100,000 (approx. DKK 745,000). The coverage limit applies to the total deposit in the bank, regardless of whether the money is in various accounts, including in both a client account and a personal account. You can find more information on the guarantee scheme on Finansiel Stabilitet's (Garantiformuen) website www.gii.dk.

15.6 Freinsilber Advokatfirma is not liable for loss of client funds that may result from insolvency proceedings of the bank in which the funds are deposited.

15.7 The bank used by Freinsilber Advokatfirma is:

Nordea Danmark, Branch of Nordea Bank Abp, Finland
Main client account: 2877 – 6297 264 638
BIC/SWIFT: NDEADKKK
IBAN: DK8120006297264638