

TERMS AND CONDITIONS OF KIELBERG ADVOKATER

1. General

1.1. These terms and conditions of Kielberg Advokater apply to all consulting services and other legal assistance carried out towards clients by Kielberg Advokater A/S through its staff. Any deviation from these terms and conditions require an explicit, prior and written agreement in each individual case.

1.2. Kielberg Advokater is a law firm in the form of a public limited company under business registration number DK 1908 5082. All our lawyers have been authorised by the Minister for Justice and they are members of Advokatsamfundet (the Danish Bar and Law Society). We provide our consulting services and other legal assistance in accordance with the brief from our clients and applicable Danish law; this means that we are subject to the supervisory and disciplinary system of the Danish Bar and Law Society, as well as by the rules on good conduct for lawyers, contained in Section 126 of the Danish Administration of Justice Act, and the ethical rules of the Danish Bar and Law Society, which can be found at www.advokatsamfundet.dk.

2. Non-disclosure

2.1. All staff members at Kielberg Advokater A/S are bound by secrecy.

2.2. All information, which we receive from our clients or which we get access to in other ways, is processed and stored confidentially. This non-disclosure obligation is subject to rules of law according to which Kielberg Advokater A/S may be obliged to provide information to public authorities.

3. Identity information

3.1. Kielberg Advokater A/S is subject to the rules on preventive measures against money laundering and financing of terrorism. Consequently, when our cooperation begins, the client must show and forward identity information and any other identity documentation, etc., which may be required in accordance with applicable rules. For private individuals, such information is, as a minimum, a copy of the person's passport/driving licence, health insurance certification and information about telephone number and e-mail address. In regard to legal entities, corresponding documents and information about ownership are required.

3.2. The information received will be processed in accordance with statutory requirements, including the legislation on registers; on the basis of personal identity number or business registration number, the case concerned will thus be registered and stored in an electronic database at the office for at least five years. No other processing of the information concerned will be performed.

3.3. If Kielberg Advokater A/S becomes aware of, has a suspicion of, or has reasonable reason to assume that a transaction, funds or an activity has or has had any link to money laundering or financing of terrorism or attempts thereof, the law obliges Kielberg Advokater A/S to report this to SØIK (the State Prosecutor for Serious Economic and International Crime) or to the Danish Bar and Law Society.

4. Communication

4.1. Unless otherwise agreed, communication with/in relation to our clients makes wide use of e-mails and other electronic communication and storage. When personal data is exchanged, we basically use encrypted e-mail correspondence. If encrypted communication is requested, we ask clients to state this, so as to ensure that the case processing can be adapted accordingly.

5. Fees

5.1. The fee for our consulting services and other legal assistance is based on the following main factors: the specific assignment carried out; its size and complexity, including urgency, if any; the responsibility associated with the assignment; the time spent; the scope of specialised knowledge required; as well as the result achieved. It is also possible to agree that our fee will be charged on the basis of the time consumed only, or a fixed fee agreement may be concluded.

5.2. The work performed will be invoiced when the case at hand has been finalised. However, in case of cases of long duration, payment-on-account may be requested for work performed; this is done also to allow clients to monitor the financial development of the case. Outlays or other case-related costs are basically charged in advance. For some types of cases, we will ask for a deposit. Pre-payments are placed in a client account and treated as client funds in accordance with the regulations on client accounts in force at any time.

5.3. Our terms of payment are net cash. Payment information is stated in the invoice. If payment is late, interest may be charged in accordance with the rules of the Danish Interest Act.

6. Copyright

6.1. Copyright and other intangible rights in documents and other material prepared by Kielberg Advokater A/S are held by Kielberg Advokater A/S; however, our clients naturally hold all necessary rights of use for their own purposes.

6.2. Other persons may not use such documents or material without our prior acceptance or assistance, and we reserve our right to charge a fee for such use by other persons.

7. Liability and limitations

7.1. Kielberg Advokater A/S is liable to pay compensation to our clients for wrongful consulting services and other legal assistance provided in the case at hand in accordance with the general rules of Danish law. However, this liability does not include indirect losses, operating losses or any other consequential financial losses, including loss of data, loss of earnings, loss of goodwill or esteem, or similar.

7.2 This liability to pay compensation covers Kielberg Advokater A/S and its partners and other staff members, and is limited to a maximum amount of DKK 50m per assignment; in no case can the compensation exceed this amount. A liability insurance policy and a guarantee scheme have been taken out with HDI Global Specialty SE, the insurance company.

8. Client bank accounts, depositor guarantee, etc.

8.1. Kielberg Advokater A/S holds client bank accounts with the following banks: Arbejdernes Landsbank, Danske Bank, Jyske Bank, Nordea, Nordfyns Bank, Nykredit Bank, Spar Nord, Sparekassen Fyn and Sydbank, and unless otherwise agreed or stated, trusted funds will be placed with one of these banks.

8.2. Kielberg Advokater A/S reserves the right to charge negative rate of return of the clients credit balance, in case there has not been made an agreement in advance on depositing the credit balance on a separate client account opened with the client as account holder.

8.3 If a bank goes bankrupt, depositors are covered in accordance with the Parliamentary Act on a guarantee scheme for depositors and investors. This Guarantee Fund covers the funds of a legitimate depositor up to an amount that corresponds to EUR 100,000 (approx. DKK 750,000). This maximum cover applies to the total amount deposited with the bank, even if amounts are placed in different amounts, including client bank accounts and own accounts.

8.4 Special rules apply to deposits concerning real property if the real property has been used for or is intended mainly for non-business-related purposes. Here, amounts up to EUR 10m are covered for up to twelve months after the amount has been deposited. More information about the guarantee scheme is available from the website of Guarantee Fund at www.gii.dk.

9. Complaints

9.1. We always endeavour to provide competent, committed and correct consulting services, but if a situation should arise in which the consulting services provided did not live up to expectations, we ask you to approach the staff member concerned / the lawyer in charge of the case directly.

A complaint regarding the consulting services provided or an invoice received may – if agreement cannot be reached – be brought before Advokatnævnet (the Disciplinary Board of the Danish Bar and Law Society), Kronprinsessegade 28, DK-1306 Copenhagen K. Reference is made to the general, relevant guidelines on the website of the Danish Bar and Law Society at www.advokatsamfundet.dk.

10. Applicable law and venue

10.1. Unless otherwise agreed, our consulting services are always governed by and provided in accordance with Danish law.

10.2. Disputes over consulting services or other legal assistance provided by Kielberg Advokater A/S, including disputes relating to the content of these Terms and Conditions, must be brought before the Court of Kolding, Denmark, as the agreed venue. However, Kielberg Advokater A/S is entitled to file a lawsuit with, or make a request for referral of a case to, the Maritime and Commercial High Court.

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Odense, January 2020
Kielberg Advokater A/S