

# **AUMENTO LAW FIRM'S TERMS OF SERVICES**

#### 1. THE AGREEMENT AND THE PARTIES

### **Application of the Terms of Service**

These Terms of Service shall be applicable to any assistance which the client requests from any of the independent law firms in Aumento Law Firm. The parties to the agreement are the client and the independent law firm which provides advisory services to the client. The words "us" and "we" in these Terms of Service refer to the relevant independent law firm.

## **Engagement letter**

In the event that the client and the law firm enters into an agreement which specifies in detail the terms in the form of an Engagement Letter, such Engagement Letter shall supplement these Terms of Service. In case of discrepancies between the conditions of the Terms of Service and the Engagement Letter, the conditions of the Engagement Letter shall take precedence.

## 2. ABOUT THE ATTORNEYS IN AUMENTO LAW FIRM

## The attorney's certification and membership

All attorneys in Aumento Law Firm are certified by the Danish Ministry of Justice and are all members of the Danish Law Society. The statutory information about the attorneys which is required to be made available to the client pursuant to section 13 of the Professional Code of Conduct of the Danish Law Society can be found at <a href="https://www.aumento.dk">www.aumento.dk</a>; as well as on the individual attorney's profile page.

# 3. ASSIGNMENTS AND EXTENT OF OUR ASSISTANCE

# The assignment and its extent

The nature and extent of the assistance to be provided shall be determined by the attorney and the client at the start of the assignment and may be adjusted from time to time. An Engagement Letter shall be drawn up if, if deemed relevant, if it has been requested by one of the parties or if it is required under the terms of the Professional Code of Conduct. The Engagement Letter shall specify the important elements of the assistance, the principles for calculation of the legal fee, and any other costs which are likely to be incurred. The assistance shall be rendered in accordance with the Danish Administration of Justice Act and the rules of the Danish Law Society. Our advice is based exclusively on Danish law.



#### **Conflicts of interest**

When we receive an assignment, we ensure that no conflicts of interest exist, all in accordance with the Professional Code of Conduct of the Danish Law Society and our internal guidelines. Should we at any time identify a conflict of interest, which entails that we must withdraw from the case, we will assist the client engaging a different attorney.

#### Use of our advice

Our advice is aimed at providing assistance for a specific purpose and must therefore not be used for any other purpose without our prior written consent. Unless otherwise agreed in writing, we are only liable to the client for the advice provided. Intellectual property rights to any material prepared by us belong to us, unless otherwise agreed in writing, or if the advice by nature shall be considered the intellectual property of the client. However, the client has always the right to material provided to the client to the extent necessary to make reasonable use hereof.

#### Marketing

Unless otherwise agreed upon, we reserve the right to refer to our involvement in any given matter for marketing purposes, provided that the matter is known to the public.

# 4. IDENTITY INFORMATION, PREVENTION OF MONEY LAUNDERING AND DATA PROTECTION

# Identity information and money laundering

Like other law firms, Danish statutory law on preventive measures against money laundering and financing of terrorism applies to Aumento Law Firm. To the extent required by law, we have the obligation to collect identity information from our clients.

#### **Data protection**

Processing of personal data takes place in accordance with our Data Protection Policy which can be found at www.aumento.dk

## 5. LEGAL FEE, INVOICING AND PAYMENT

# Legal fee

We will always try to solve matters for a legal fee that is in a reasonable proportion to the value of the case and the effort we have made to solve the assignment. In case the economic value of the matter is very limited, this may prove difficult.



## Calculation of the legal fee

The legal fees is calculated on the basis of a number of factors. These factors include the time spent on the matter, the complexity, the values involved, the significance and value of the matter for the client, the result achieved and the responsibility of the attorneys working on the matter.

It is often quite difficult to estimate a legal fee based on the above factors when commencing working on the matter. To consumers, we submit in accordance with the Professional Code of Conduct and when commencing our work a basic estimate of the fees and the costs involved in the assistance (e.g. necessary expenses, fees and charges). For professional clients, we submit an estimate when requested to do so. If it turns out that the fees are expected to exceed the estimate, we will inform the client as early as possible.

# **Invoicing and payment**

Invoicing will usually take place on a monthly basis, unless otherwise agreed upon with the client or otherwise deemed expedient. VAT will be added according to applicable rules. The payment terms are eight days from the invoice date. We will calculate interest rates upon delayed payment in accordance with the provisions of the Danish Act on Interest on Late Payments.

#### **Expenses and costs**

In addition to the legal fees, the client will also be invoiced for costs and expenses which we have incurred while performing the work. Such costs and expenses may include, but not be limited to, taxes and fees, travel and accommodation expenses as well as printing, copying, postage and packaging costs. Depending on the size of such expenses, we might ask for payment in advance, cf. below.

#### **Prepayment**

We reserve the right to request payment in advance of legal fees, costs and/or disbursements. Received prepayments will be transferred to our client account. Funds in the client account will be used to settle invoices, disbursements and/or costs unless otherwise agreed upon.

## 6. CLIENT FUNDS

#### **Client funds**

We manage all client funds in accordance with the provisions of the Danish Law Society. Deposits on the client account are subject to the Danish Act on Depositor and Investor Guarantee. The Act provides for a basic cover for each depositor for up to EUR 100.000 for each financial institu-



tion. We do not have any responsibility to the client or others, should a financial institution become insolvent. Deposits on client accounts are subject to interest – positive or negative – with application of the current interest rate for the relevant client account.

# Client funds regarding certain real estate

Specific rules apply to deposits relating to real estate, provided that the real estate has been used for or is intended for mainly non-commercial purposes. In such case, amounts up to EUR 10 million are covered for a period of up until 12 months following deposit of the amount. This applies regardless of whether the deposit is in a separate account or not.

#### Additional information

Additional information about the Danish Act on Depositor and Investor Guarantee can be found on Garantiformuen's website <a href="www.fs.dk">www.fs.dk</a>. Information about the individual attorney's bank can be found at <a href="www.aumento.dk">www.aumento.dk</a>; as well as on the individual attorney's profile page.

## 7. COMPLETION OF THE ASSIGNMENT / TERMINATION OF OUR ASSISTANCE

# Completion / termination

As a general rule, we will assist the client until completion of the matter, or until the client asks us to discontinue our assistance. However, we reserve the right to terminate our assistance as soon as possible under certain circumstances. Such circumstances may include, but no be limited to the breach by the client of any provision of these Terms of Service, in particular regarding payment, of any provision of the Engagement Letter, or if the client becomes subject to insolvency or bankruptcy. The client has the right to terminate the cooperation at any time without prior notice.

#### Documents etc.

Original documents are usually returned at the end of an assignment. We store documents / electronic material for at least five years from the end of the assignment, after which period such documents will be shredded and/or deleted.

#### 8. CONFIDENTIALITY AND PROFESSIONAL SECRECY

Any information we receive in connection with an assignment is treated as confidential, unless it is clear from the circumstances that it is not of a confidential nature. Everyone working at Aumento Law Firm is bound by professional secrecy.



#### 9. INSIDER TRADING

Everyone in Aumento Law Firm is subject to current legislation and our internal rules prohibiting the disclosure of inside information about listed companies and restrictions against trading in listed securities.

# 10. RESPONSIBILITY, LIMITATION OF LIABILITY, INDEMNIFICATION, INSURANCE AND LIMITATION

### Responsibility

As mentioned, Aumento Law Firm is comprised of several independent law firms. The client can only advance claims against the independent law firm with which the client has entered into an agreement; not against Aumento Law Firm or the other independent law firms in Aumento Law Firm. Accordingly, no independent law firm shall be liable for advice and services of any other law firm in Aumento. The independent law firm which the client has retained shall be solely responsible for the assistance to the client in accordance with the general rules of Danish law and with the reservations following from these Terms of Service and the relevant Engagement Letter, if any.

## Limitation of liability

Our liability is limited to five times the fees invoiced to the client in the relevant matter. Moreover, liability for damages specifically and unconditionally limited to the maximum coverage of our liability insurance, cf. below. The maximum coverage is DKK 50 million per attorney per year, and the total amount of compensation to a client for damages shall not exceed such amount. Attention is made to the fact that other possible claims may reduce the maximum coverage available in any particular matter. Liability for financial consequential losses, including operating losses, loss of data, lost profits, goodwill, image, etc. or other forms of indirect loss are explicitly excluded. We are not responsible for advice provided by anyone other than us, such as advice provided to the client from other advisors. This applies whether such advisors have been retained by us or otherwise by way of our assistance.

# Indemnification

Should we be held liable by any third party jointly with a client and such liability arises out of our work for any client, the client must indemnify us for any such liability to the extent our liability towards the client and/or third parties exceeds the limitations provided in this clause 10.

# Insurance

All attorneys in Aumento Law Firm have taken out liability insurance and provided a guarantee in accordance with the rules laid down by the Danish Law Society. The liability insurance covers all



law practice, regardless of where professional services are being carried out. Additional information about the individual attorney's insurance conditions can be found at <a href="www.aumento.dk">www.aumento.dk</a>; as well as on each individual attorney's profile page. At the commencement of any work, the client is encouraged to consider whether there is a need or desire to establish additional insurance coverage and to notify us hereof immediately. In such case, additional cover will be taken out for the specific matter. The cost of such additional cover shall be borne by the client.

#### Limitation

If the client is business entity, claims for damages will become time-barred 12 months from the client became aware of or should have become aware of the circumstances which have lead to or may lead to a claim. Claims for compensation become time-barred at the latest three (3) years after the advice resulting in the claim was rendered.

# 11. COMPLAINTS

# **Internal complaint**

Should our work or the calculation of our fees not live up to the client's expectations, we encourage the client to contact the partner and the individual law firm in Aumento, which the client has retained in the matter.

## **External complaint**

The attorneys in Aumento Law Firm are all subject to the supervision and disciplinary system of the Danish Law Society and as referred to in section 126 of the Danish Administration of Justice Act. Furthermore, the Professional Code of Conduct applicable to attorneys apply. These rules may be found on the Danish Law Society's website <a href="https://www.advokatsamfundet.dk">www.advokatsamfundet.dk</a>.

Should a dispute arise about legal fees billed by any firm in Aumento Law Firm, or should the client wish to file a complaint over the professional behaviour of any attorney in Aumento Law Firm, the client may file such a complaint to the Attorney Board at the address Kronprinsessegade 28, 1306 Copenhagen C, <a href="www.advokatnaevnet.dk">www.advokatnaevnet.dk</a>, phone number: +45 33 96 97 98 or e-mail: <a href="klagesagsafdelingen@advokatsamfundet.dk">klagesagsafdelingen@advokatsamfundet.dk</a>

A complaint can also be made to the EU-commission's online complaint site, provided that the client is a consumer. This may be relevant in particular if the client is a consumer with residence in a another member state of the European Union. Complaints can be made through the following link: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.



# 12. APPLICABLE LAW AND FORUM

Any dispute between a client and Aumento Law Firm shall be resolved in compliance with Danish law at the competent Danish court.