



TERMS AND CONDITIONS

1 BACKGROUND

Lykke Schmidt Advokatfirma (Company No. 43772694) (Lykke Schmidt) is a limited company (advokatanpartsselskab) owned by Annelise Lykke Schmidt, who is appointed by the Ministry of Justice with the right to appear before the High Court and part of the Bar Association.

Contact information for Lykke Schmidt:

Lykke Schmidt Law Firm
Jernbanegade 23, 4000 Roskilde
Denmark
tel. +45 4056 0602
info@LykkeSchmidt.com.

Unless otherwise agreed in writing, these terms and conditions apply to all assignments, services and products that Lykke Schmidt solves, performs or delivers.

2 ASSISTANCE, SERVICES AND PRODUCTS

The nature and scope of the assistance, services, or product are agreed upon in an attorney engagement letter or an order confirmation. This can later be changed or expanded upon further agreement.

All assignments are carried out under the rules of Danish law in force and applicable, including the provisions of the Legal Procedure Act on attorney-at-laws, as well as the rules of legal ethics and other applicable good practice rules on legal counselling etc. Legal counselling provided by Lykke Schmidt will only cover the content of Danish law and EU law.

When we receive the assignment, we ensure that there is no disqualification or conflict of interest under the rules of the Danish Bar Association and our internal conflict of interest procedures, restrictions and/or other hindrances under applicable sanctions. If incapacity, a conflict of interest, other restrictions and/or other hindrances arises during the case, which, in our sole discretion, means that we must withdraw from the case, we are entitled to do so. We are happy to help refer the client to another attorney-at-law to the extent permitted by law.

The same applies if, in a specific assignment, we no longer find that we can contribute to the client's

interests. Lykke Schmidt reserves the right to withdraw and terminate the assignment in such cases.

When an assignment is completed, Lykke Schmidt returns the original case files. Lykke Schmidt archives its case files for a minimum of five years from the client's final bill payment.

3 FEES, PRICES, INVOICING AND CLIENT FUNDS

Unless otherwise agreed, services are settled according to time consumed and any product at the price offered. Lykke Schmidt will provide information on the hourly rates used.

4 SETTLEMENT

The fee is set based on the scope of the work, including work outside regular working hours, the interest the case represents for the client, the value of Lykke Schmidt's services, the responsibility associated with the assignment, the complexity of the case, the degree of specialist knowledge, the result achieved and whether it has had an urgent nature. In cases decided by administrative bodies, arbitration courts or the courts, Lykke Schmidt's fee is at least the amount awarded to the client in court costs.

It can be challenging to assess a fee based on the information available on receipt of the assignment, but in accordance with the rules of the Danish Bar Association, we provide a reasoned estimate and information on the expected outlays and charges, just as we inform the client as early as possible if it turns out that the total fee is expected to exceed the estimate. It can also be agreed that a notification is given to the client every time a certain level is exceeded.

Other price models can be agreed, including a fixed price based on specific conditions, fixed price, priority coupons, or subscription payment.

Time is recorded from the assignment's start to completion according to the quarter started. Time registration includes all work that can be related to the case, including meetings, preparation of meetings, telephone conversations, transport time, all court hearings, including remote court hearings and preparation time for these, preparation of documents, correspondence, legal investigations,



obtaining information for use in the case and the creation of the case, KYC and other onboarding activities, production and copying of documents of documents, other collections and extracts as well as work with the assignment in general.

The client pays assignment-related costs and expenses, including fees, court fees, registration fees, courier service, reasonable travel and accommodation expenses, catering, significant copying and shipping costs and external transmission costs in addition to the fee. Such outlays, and costs must be paid in advance on demand.

As a rule, all assignments will be settled on a rolling basis in arrears. Unless otherwise agreed, payment of a fixed price or products must be made before the start of the assignment or delivery of the product. Subscriptions are paid monthly in advance.

All prices are regulated once a year on 1 January as a starting point, with an amount corresponding to the change in the Danish net price index.

Fees and other prices are subject to VAT. The invoice amount is payable without regard to local taxes in the client's country of domicile or costs for payment transfers etc. Unless otherwise agreed, the payment terms are net contact 8 days from the invoice date. Late payment interest is calculated at 1.5% per month in case of late payment. In the event of late payment, Lykke Schmidt reserves the right to suspend all assistance and work on an assignment, including suspend the delivery of a product, and terminate the agreement.

All client funds entrusted to Lykke Schmidt are managed according to the Bar Association's rules and deposited into client accounts. Accrued interest accrues to the client under the Danish Bar Association's rules. The client pays the negative interest debited to a separate client account as a result of it earning interest at a negative interest rate, as well as any fees that the bank holding the account may charge in connection with the creation, maintenance or closure of a separate client account. Deposits on client accounts are covered by the general ceiling of EUR 100,000, which is laid down in the Act on a depositor and investor guarantee scheme for coverage in the event of the bank's financial collapse. The coverage ceiling is calculated for the individual bank per client and includes the client's deposits in own accounts, in separate client accounts and joint client accounts. Lykke Schmidt assumes no responsibility for a client's loss as a result of a financial collapse of the bank holding the account.

5 ANTI-MONEY LAUNDERING, KYC, AND DATA PROTECTION

Lykke Schmidt is subject to the rules of the Anti-Money Laundering Act and must obtain and store identity information on the client under the rules of this Act. Lykke Schmidt will, among other things, also obtain and store information about the client's ownership and control structure to identify the real owners if the client is a legal person. Identity information obtained in accordance with the Anti-Money Laundering Act is processed to prevent money laundering or the financing of terrorism, anti-corruption and compliance with the rules covered by trade compliance (export control and sanctions). The identity information is not used for commercial purposes.

If Lykke Schmidt must set up a client account, Lykke Schmidt is obliged to pass on the identity information to the financial institution in which the account is set up for the latter's fulfilment of its obligations under the Anti-Money Laundering Act.

Lykke Schmidt processes personal information in connection with counselling and other services to clients. For more information on this, please refer to Lykke Schmidt's Data Protection Policy. If any assignment undertaken by Lykke Schmidt includes services or deliverables from the consulting company Lykke Schmidt ApS (the Trade Compliance House), (Company no. 41144815), Lykke Schmidt may have to transfer personal information to the Trade Compliance House to the extent it is relevant or required for Lykke Schmidt and/or the Trade Compliance to fulfil its/their obligations under the assignment and/or applicable law.

By engaging Lykke Schmidt or placing an order, the client consents to Lykke Schmidt sharing and transferring personal data as described above.

6 CONFIDENTIALITY AND INSIDER TRADING

Lykke Schmidt must treat all non-publicly available information received by the client or about the client as strictly confidential. However, within the scope of the assignment, Lykke Schmidt may submit correspondence etc., as attachments during disputes that are dealt with by court, arbitration or similar bodies for the resolution of disputes and to public authorities that deal with a case related to a dispute. Lykke Schmidt may also send copies of the correspondence to a potential counterparty, etc., as part of legal proceedings.

Everyone at Lykke Schmidt is covered by the current legislation on the prohibition of insider trading.



7 LIABILITY, LIMITATION OF LIABILITY INTEREST AND INSURANCE

Lykke Schmidt is responsible under Danish law.

Any liability for damages is, however, limited to the amount Lykke Schmidt is entitled to in fees for the assignment in question or price of a product; however, a maximum of DKK 2,500,000 per assignment/delivery. In addition, the total sum insured for a given insurance year on the part of the insurance company is limited to DKK 2,500,000, which will be a further limitation in Lykke Schmidt's liability towards the client if the total sum insured is wholly or partially utilized in a given insurance year. Upon request, Lykke Schmidt informs the client about any utilization of the insurance sum at the start of the assignment.

When starting a new case, the client is encouraged to consider whether there is a need/desire for higher insurance coverage and to communicate such need immediately. If necessary, additional cover is taken out for the specific case. The client bears the costs for this.

Lykke Schmidt is not responsible for indirect losses or consequential damages, including operational losses, loss of data, lost profits, goodwill, reputation, etc.

The client can only raise claims against Lykke Schmidt and not against the owner or employees.

If it is relevant that advice is obtained from other advisers, for example, about foreign law, or assistance from other consultants, Lykke Schmidt assists the client with this. This is not to be considered advice on foreign law.

Lykke Schmidt is not responsible for actions and omissions, including any mistakes made by advisers, consultants, and other third parties to whom Lykke Schmidt has referred the client or assisted the client in obtaining services from. This also applies to subcontractors to whom Lykke Schmidt, in agreement with the client, has entrusted parts of the assignment.

An exception to this applies to training, counselling, services and supplies from the consulting company Lykke Schmidt ApS (the Trade Compliance House), (Company no. 41144815), (Trade Compliance Management Services), provided and to the extent that such Trade Compliance Management Services from the Trade Compliance House are included in the invoice from Lykke Schmidt to the client. In such situations, Lykke Schmidt is responsible to the client for such Trade Compliance Management Services in the same way as if Lykke Schmidt had provided them.

Lykke Schmidt, its owner and its employees are covered by Lykke Schmidt's liability insurance and guarantee scheme taken out with ADIS a/s.

8 INTELLECTUAL PROPERTY RIGHTS AND - MARKETING

The client receives the rights necessary to use the written or electronic material, concepts, ideas, creations and works that Lykke Schmidt delivers to the client or gives the client access to in accordance with the agreement. Unless otherwise agreed, Lykke Schmidt has and retains all other intellectual property rights to the material, concepts, ideas, creations, and works that Lykke Schmidt creates or invents.

Our advice is targeted at a specific purpose and may not be used for any other purpose without our express prior acceptance. Unless otherwise agreed, we are solely responsible to the client and not to any third parties for the counselling, services and products delivered.

Lykke Schmidt is entitled to include the client's name and logo in the official reference list used for marketing purposes.

9 CHOICE OF LAW AND VENUE, ETC.

Any agreement with Lykke Schmidt as well as any claims against Lykke Schmidt, its owner or employees are subject to Danish law. Disputes must be brought before Danish courts, which have exclusive jurisdiction to hear cases against Lykke Schmidt. Any disputes must be submitted to Lykke Schmidt's jurisdiction.

Clients can complain to

Advokatnævnet
Kronprinsessegade 28, DK-1306 Copenhagen K,
Denmark

or via email to:

klagesagsafdelingen@advokatsamfundet.dk.

A complaint may concern the attorney's conduct or fees. Please note the particularly short appeal period for conduct complaints.

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