

TERMS OF BUSINESS

These Terms of Business govern the basis upon which Kromann Reumert provides legal services and advice, unless otherwise agreed with the client ("the Client").

THE ASSIGNMENT

Kromann Reumert provides legal advice within the scope defined in cooperation with the Client.

INSTRUCTIONS

Kromann Reumert acts on the basis of the Client's request and in compliance with the Client's instructions. In the event that such instructions would violate any legal requirements or other rules of law, i.a. the Code of Conduct, we are entitled to refuse to comply with the said instructions.

COMMUNICATION

Kromann Reumert cannot warrant that confidentiality is maintained when communicating externally, including by way of e-mail or fax. At the Client's request, encryption systems or digital signatures are applied.

CONFLICTS OF INTEREST

Before initiation of the assignment, Kromann Reumert will investigate whether the assignment gives rise to any conflicts of interest, which could result in Kromann Reumert being precluded from representing the Client. All relevant matters are considered and discussed with the Client, before the actual case handling is initiated.

Subject to the prevailing rules on conflicts of interest, the assignment does not prevent Kromann Reumert from advising other companies within the same line of business as that of the Client.

CREDIT INFORMATION

Kromann Reumert is entitled to check the Client's creditworthiness. This is done by gathering information from credit reference agencies, including payment remarks and credit ratings.

CONFIDENTIALITY

All information received by Kromann Reumert is subject to a duty of confidentiality. Such duty of confidentiality also applies after completion of the assignment. The duty of confidentiality applies subject to rules, which impose a duty to disclose on Kromann Reumert vis-à-vis public authorities or others, including the "money laundering rules".

ATTORNEYS INVOLVED

One or several partners will be attached to each assignment, hence being the Client's primary contact(s). The partner responsible for the case will decide whether to involve other partners, attorneys, etc.

FEES

Kromann Reumert's fees are calculated based upon the use of resources and on the value added by the services and advice rendered. It will be an overall valuation taking into account e.g. the following elements: The time spent, the need for specialist skills, the complexity of the work, whether the Engagement has necessitated work under considerable time pressure or outside normal business hours, the Client's interest in the Engagement, the liability involved in the Engagement, and the results achieved. The fees are subject to VAT, unless otherwise provided by applicable law.

Terms of payment 14 days, after which time default interest may be charged as prescribed in the Danish Interest rates Act (renteloven).

PAYMENT OF EXPENSES

Kromann Reumert is not obliged to pay disbursements on the Client's behalf.

Expenses defrayed in connection with i.a. extensive photocopying assignments and travelling are charged to the Client.

DURATION

Both the Client and Kromann Reumert may terminate the assignment at any time. Termination by Kromann Reumert is effected in accordance with the Code of Conduct stipulating that an attorney may not resign from a case in such way and in such circumstances that the client is precluded from seeking other legal assistance in due time and without adverse effects.

If the Engagement is terminated prior to its ordinary completion, Kromann Reumert will be entitled to payment of fees and expenses for the period until such termination.

LIMITATION OF LIABILITY

Kromann Reumert is liable for damages in accordance with the general rules of Danish law for any loss that our Client may suffer as a result of our services.

Kromann Reumert is not liable for any loss on operations, loss of time, profits, goodwill or any similar indirect losses. In addition, the following

limitations of Kromann Reumert's liability will apply:

- I. Kromann Reumert's liability for services and advice rendered in connection with the Engagement is limited to a maximum of DKK 50 million.
- II. In the event of a claim by the Client, the Client may raise such claim against Kromann Reumert only and not against an individual partner or lawyer.

As Danish lawyers, Kromann Reumert advises on Danish law only. If the Engagement involves foreign law, Kromann Reumert recommends that local lawyers be engaged by the Client. Any involvement of Kromann Reumert in such non-Danish legal matters related to the Engagement shall not be considered to amount to advice on non-Danish legal matters.

Kromann Reumert assumes no liability for advice and services rendered by other advisers to the Client, irrespective of such advisers having been engaged with the assistance of Kromann Reumert.

The above limitations of liability will not be applicable if they are contrary to mandatory statutory provisions.

STORAGE OF FILES

All case documents are kept for three years after completion of the assignment, and subsequent hereto, the documents are shredded.

MARKETING

We reserve the right to refer to this Engagement in the marketing of Kromann Reumert, once the Engagement has been completed and is publicly known.

CURRENT LAW AND COMPLAINTS

In case of dissatisfaction with Kromann Reumert's advice or general treatment of the case, the Client may at any time contact either the partner responsible, or our Managing Partner.

Kromann Reumert is subject to the Code of Conduct laid down by the Danish Bar and Law Society. It is possible for the Client to file a complaint about our services and the fee charged with the General Council of the Danish Bar and Law Society/the Disciplinary Board of the Danish Bar and Law Society. The Code of Conduct is available at www.advokatsamfundet.dk.

Any dispute about Kromann Reumert's advice is subject to Danish legislation and the exclusive jurisdiction of the Danish Courts.