

DENLAW

TERMS OF ENGAGEMENT
of
The law firm of Mette Bender
CVR-nr. 38 89 79 50

LEGAL ASSISTANCE

1. The law firm of Mette Bender – hereinafter referred to as Mette Bender is part of DENLAW Advokater – shared office facilities between independent law firms.

The contact details of Mette Bender are as follows:

DENLAW Advokater
Att. Mette Bender
Østergade 55
1100 Copenhagen K
Tlf.: 33 13 15 11
E-mail: mb@denlaw.dk

Assistance is provided, unless otherwise agreed, by attorney Mette Bender, licensed to practice by the Ministry of Justice and a member of The Danish Bar and Law Society (Advokatsamfundet).

Legal assistance is provided in accordance with the provisions of the Danish Administration of Justice Act (Retsplejeloven) and of the Rules and Regulations of The Danish Bar and Law Society, including rules of professional conduct, behavior and ethics. Reference is made to the homepage of The Danish Bar and Law Society - www.advokatsamfundet.dk

2. These terms of engagement prevail over terms of engagement of our clients, unless otherwise agreed with the client in writing for purposes of a particular task.
3. Mette Bender has insured against third-party risks with HDI Danmark, Indiakaj 6, 2100 Copenhagen Ø, and has provided guarantee according to the rules specified by The Danish Bar and Law Society. The specific terms of insurance will be handed over on request.

RULES AGAINST MONEY LAUNDERING

4. Mette Bender is subject to the obligations of Acts and Measures to Prevent Money Laundering and Financing of Terrorism ("Hvidvaskloven"). The Acts and measures imply that Mette Bender must collect information about the identity of all clients. In view of this Mette Bender must be given the following information: In the case of persons, information of name, address and Civil Registration Number (Personnummer (CPR-nr.)). To serve as documentary proof of the client's identity, it is a requirement that Mette Bender receives copies of passport or driving license + National Health Service medical card. For companies and other corporate identities, information must be stated of the Central Business Register (det Centrale Virksomhedsregister (CVR-nr.)), business format, the names of managers, signing authority rules, the names of the owners as well as address and CPR-nr. of the physical persons who are the ultimate controllers of the corporate identity. The Acts imply that Mette Bender may not commence case handling until he

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has received any identity information required under the Acts. The identity information is to be filed for at least 5 years after termination of the relationship with the client.

CONFIDENTIALITY AND INTERNAL COGNIZANCE

5. Under the ethical rules of the Bar and Law Society, Mette Bender is subject to professional secrecy, comprising any information received from or about the client in connection with work performed for the client. Any staff with Mette Bender must maintain confidentiality.

The duty of confidentiality does not include matters and information that Mette Bender is legally obliged to reveal to public authorities for instance in pursuance of the Acts and Measures to Prevent Money Laundering and Financing of Terrorism.

6. We normally correspond via email. Our email correspondence is not encrypted, and we do not take any responsibility for virus, unauthorized alterations, unlawful surveillance, counterfeiting or other resulting circumstances.

INVOICING AND FEE ON ACCOUNT

7. Invoicing is done on a monthly basis unless otherwise agreed, and is based on such factors as use of time at the hourly rate in force at any time, while at the determination of fee, including factors such as overall estimation of the outcome of the case, volume and complexity of the case, the amount of processing, the extent of required expertise, related responsibility, importance to the client, pressure of time, etc. Estimation of the full remuneration concerning execution and completion of the case is purely indicative, unless otherwise explicitly agreed.
8. Terms of payment are net 8 days from the date of invoice. Interest on overdue payment (default interest) will be charged in keeping with the rules of the Danish Interest Act.
9. Mette Bender is under no obligation to pay disbursements on behalf of the client.

LIABILITY FOR DAMAGES AND INSURANCE

10. Mette Bender is liable to pay damages in accordance with the general rules of Danish laws on potential loss that the counselling might cause to the client.

Mette Bender's liability for damages is limited to the maximum of coverage of the insurance. The maximum of coverage is DKK 10 mio. per attorney per year, and the total indemnity cannot exceed DKK 10 mio. Attention is called to the fact that any further claims may reduce the maximum of coverage.

At the start-up of a new case, the client is advised to consider if there is need of/wish for higher insurance cover and to give notice of this immediately. If so, extended cover is signed for in the actual case. The costs of this are chargeable to the client.

11. Liability for any damages comprises only direct losses, and thus does not comprise operating losses and indirect losses, including losses of profit, data or goodwill.
12. Neither does liability for damages comprise counselling or service provided or supplied by other persons than Mette Bender, including foreign attorneys and others of the client's advisers.

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CHOICE OF LAW AND VENUE

13. Mette Bender does not apply agreement clauses concerning choice of law and/or venue, unless agreed with the client.

POSSIBILITY OF COMPLAINT

14. It is possible to lodge a complaint with the Disciplinary Board of the Danish Bar and Law Society, Kronprinsessegade 28, 1306 Copenhagen K, klagesagsafdelingen@advokatsamfundet.dk