

Firm's Terms and Conditions

STRIKERT Law Firm's terms and conditions apply to all of the assignments we undertake, unless otherwise agreed with the client.

Conflicts of Interest

Before we finally accept an assignment, we clarify that there are no conflicts of interest or loyalty that will hinder us from representing the client. If, during the handling of the assignment, a disqualification or conflict of interest arises and causes us to withdraw from the assignment, we recommend another attorney and cooperate in the transfer of the assignment.

Identity information

Like all other Danish law firms, we are subject to the regulations in the Danish Money Laundering Act. Among other things, the act requires us to collect and keep identity information on all of our clients. Therefore, before we can start the assignment, clients must provide their name, address and CPR (civil registration) or CVR (company registration) number and supporting documentation. As far as companies and foundations are concerned, we are furthermore obligated to obtain and keep information and documentation about the company's/foundation's actual ownership.

Execution of assignments

The extent and nature of our work on the individual assignment is continuously discussed and agreed upon with the client. All assignments are carried out in accordance with the Danish Administration of Justice Act's rules for attorneys, the Code of Professional Ethics for attorneys and other relevant prescriptions.

Confidentiality

We are obliged to observe professional secrecy. Therefore, all client relations and information are handled confidentially. Information about the client relationship as a reference is subject to the client's consent. Confidentiality applies with respect to the rules that impose upon us the duty to disclose information in relation to public authorities or others, including, among other things, the regulations under the Danish Money Laundering Act.

Fees and invoicing

Our fees are set based on the extent of the work carried out and the value provided to the client. In determining the fee, the main factors are the following: the amount of time used, the specialized knowledge required, the complexity of the assignment, the interest the assignment represents for the client, the responsibility associated with the assignment, and the result achieved. Expenses and relevant costs in connection with the assistance provided are paid for by the client in addition to the fee. Prior to the start of an assignment, we submit as a starting point, and if another agreement is not entered into, a reasoned estimate of the anticipated costs and expenses, just as we as inform the client as soon as possible if it appears the total fee is expected to exceed the estimate. For private individuals ("consumers"), we always provide information about the expected size of the fee or information about how the fee will be calculated before we commence the assignment. We usually submit invoices in connection with the completion of the assignment. For extended assignments or in ongoing client relationships, we submit invoices according to an agreed plan. As a starting point, we request advance payment of expenses and

costs. Terms of payment are net cash due 14 days from the date of the invoice, after which interest can be charged on overdue payments in accordance with the Danish Interest Act.

Archiving

Without charge, we keep identity information and documents on file for a minimum of 5 years from the conclusion of an assignment. At the latest, original documents are returned at the end of the assignment.

Complaints

We are under the Code of Professional Ethics issued by the governing Council of The Danish Bar and Law Society. Complaints about our advice and the fees charged can be brought before The Danish Bar and Law Society's Council/Disciplinary Committee, Kronprinsessegade 28, 1306 Copenhagen C. The Code of Professional Ethics can be found at www.advokatsamfundet.dk.

Governing law and venue

Any legal disputes that might arise between a client and STRIKERT Law Firm must be resolved in accordance with Danish law and can only be brought before Danish courts.

Liability, liability limits and insurance

STRIKERT Law Firm is liable for the advice provided in accordance with the ordinary rules of Danish law.

We are insured by an established insurance company. The professional indemnity policy covers all legal services performed by STRIKERT Law Firm – regardless of where the legal services are carried out. Through the same insurance company, a compulsory guarantee for client account funds is provided in accordance with the rules of the Danish Bar and Law Society.

For STRIKERT Law Firm as well as its partners and staff, the liability is limited to a maximum of DKK 10 million per case. The total amount of damages a client is entitled to receive in connection with claims the client raises during a calendar year cannot, however, exceed DKK 10 million.

Whenever the law firm provides assistance to several clients with joint or comparable interests in a comprehensive assignment, this assistance is considered as performed in the same case so that the law firm's liability for damages to all clients with reference to possible damage claims in connection with the assignment is limited to a maximum amount of DKK 10 million in all. Similarly, the clients are also considered to be one client in relation to the above-mentioned DKK 10 million liability limitation for all damage amounts raised by the clients concerned during one calendar year.

STRIKERT Law Firm and its partners and staff are not liable for indirect losses or consequential damages, including operating losses, time losses, loss of data, profit loss, goodwill loss, or other indirect losses.

STRIKERT Law Firm and its partners and staff are not responsible for advice provided by our clients' other advisers, regardless of whether such advisers were engaged with our assistance, just as we are not responsible for potential errors committed by sub-contractors that we, in agreement with the client, have entrusted portions of the assignment to.

Please note that existing terms and conditions also include terms about liability limitation in relation to client account funds; see immediately below.

Client account funds

Funds received are handled in accordance with prevailing terms for attorneys in regard to entrusted funds. The funds are deposited in accounts in a financial institution that is subject to oversight by the Danish Financial Supervisory Authority.

STRIKERT Law Firm cooperates with a number of financial institutions regarding placement of client account funds. Under certain circumstances, by specific arrangement according to the client's desire, client account funds are placed in an individual client account in a financial institution chosen for the specific assignment. In other instances, client account funds are placed in the law firm's current client accounts.

We draw your attention to the fact that, in certain circumstances, there is a risk that financial institutions may be under restructuring, bankruptcy or some other proceeding for dealing with insolvency, and that, in such circumstances, there will be a risk that deposits in the financial institution concerned can be lost. The law firm disclaims any liability for such losses.

Effective 1 June 2015, the previous government guarantees for client account funds deposited in law firms' client accounts were repealed.

We further draw your attention to the fact that the regulations for the depositor guarantee fund mean that full coverage will involve a maximum of EUR 100,000 for the individual client's engagement in such a way that all funds the client concerned has, both his or her own accounts and client accounts in the same financial institution, are joined together in the calculation of the maximum limit for full coverage under the depositor guarantee regulations.

If the client thus needs for STRIKERT Law Firm to take special measures in relation to the disposition of prospective client funds, STRIKERT Law Firm must be notified of this immediately at the establishment of the client relationship or when the need arises in an ongoing client relationship.