

## Terms and conditions – Moth Advokatfirma ApS

(CVR. no 37762113)

These terms and conditions apply for any work performed by Moth Advokatfirma ApS (“Moth Advokatfirma”) and the employees hereof unless otherwise agreed in writing.

### 1. Performance

Moth Advokatfirma and the client agree on the tasks related to and the scope of the work performed as well as the necessary involvement of the client and any third parties.

Moth Advokatfirma is committed to providing qualified legal counsel at the agreed time and scope.

All tasks will be performed in accordance with the ethical Code of Conduct set out by the Danish Bar and Law Society, the rules of the Danish Administration of Justice Act pertaining to lawyers and other relevant legislation.

Moth Advokatfirma is comprised by the Danish Money Laundering Act and must consequently gather and store identification information on clients in accordance with said Act. Moth Advokatfirma considers the giving of such identification information as consent to Moth Advokatfirma disclosing this information to other advisers and financial institutions etc. in order for these to be able to meet the requirements under the Danish Money Laundering Act.

Moth Advokatfirma will store all files and documents relating to cases undertaken in at least 5 years from closing of the case. Any original documents will be returned upon request or upon closing of a case.

The client receives all necessary rights to material produced by Moth

Advokatfirma in connection with the client's case, however, Moth Advokatfirma retains any and all intellectual property rights to said material.

## 2. Remuneration

Moth Advokatfirma determines the remuneration based on the scope of the work performed, including the number of hours spend, whether work outside normal working hours was necessary, the client's interest in the case, the size of the claims in question, the value of Moth Advokatfirma's work for the client, the responsibility connected to the work, the application of specialist knowledge and the result of the case.

The client must pay any costs and expenses, including fees, necessary travel and living expenses in addition to the remuneration.

Before initiating work for the client, Moth Advokatfirma will if possible upon request inform the client of the expected size of the remuneration related to the work. If it is impossible to determine the size of the Moth Advokatfirma's remuneration before initiating the work, Moth Advokatfirma will inform the client how the remuneration will be determined, including the applicable hourly rates.

Clients who are consumers will always receive the mentioned information regarding price before the work is initiated.

Usually, Moth Advokatfirma will send an invoice at the end of each month for the work performed. However, the client may be required to pay any larger expenses up front.

Payment is netto 14 days from the invoice's date of issue. Interests apply in case of late payment in accordance with the Danish Interests Act. The invoiced amount is payable regardless of the local taxes applicable in the country where the client's headquarter is based.

All client funds entrusted to Moth Advokatfirma is handled in accordance with the rules set out by the Danish Bar and Law Society and must be

deposited in Moth Advokatfirma's client account. Any accrued interests are assigned to the client in accordance with the rules set out by the Danish Bar and Law Society.

### **3. Confidentiality**

Moth Advokatfirma is obligated to treating all information from or about the client confidentially. All employees of Moth Advokatfirma are bound by professional secrecy in accordance with the Danish Penal Code.

### **4. Responsibility, limitation of liability and insurance**

Moth Advokatfirma and the employees hereof are responsible for legal counsel given in accordance with Danish law.

The liability related to any task is maximised at DKK 5,000,000 per task, however, no more than DKK 5,000,000 per client per calendar year.

Moth Advokatfirma and the employees hereof is not responsible or liable for any advice given by counsellors to which Moth Advokatfirma has referred the client, just like Moth Advokatfirma and the employees hereof are not responsible or liable for any mistakes made by any subcontractors who perform a part of the task assigned to Moth Advokatfirma in agreement with the client.

Moth Advokatfirma and the employees hereof are insured in accordance with the rules set out by the Danish Bar and Law Society.

Moth Advokatfirma is insured by Lloyd's Insurance Company, which in Denmark can be reached on the following address and phone number:

Lloyd's Insurance Company S.A (670)

In Denmark represented by  
Dahlberg Assurance Agentur A/S  
Allegade 14

2000 Frederiksberg  
Business reg. no. 30 08 75 34  
Phone: +45 33 70 44 50

## 5. Marketing

When Moth Advokatfirma has concluded a case which is subject to public knowledge, Moth Advokatfirma is entitled to refer to said case in its marketing.

## 6. Choice of law and venue

Danish law applies to all work performed by Moth Advokatfirma as well as these terms and conditions.

Any disputes must be brought before a Danish court of law.

## 7. Complaints

Any complaints including complaints about misconduct or remuneration may be brought before the Disciplinary Court ("Advokatnævnet"). The Disciplinary Court is competent in (among others) cases relating to remuneration, if the asked remuneration is unfair under the Code of Conduct and s. 126 (1) of the Danish Administration of Justice Act.

The Disciplinary Court can be contacted through the main phone number +45 33 96 97 98, via email to [klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk), or via letter to the address Secretariat of the Disciplinary Board – Kronprinsessegade 28 – 1306 Copenhagen – DK. Further information can be found on:

<http://www.advokatsamfundet.dk/Service/English/Organization/The%20Disciplinary%20Board.aspx>