

# LYKKESFELDT

## TERMS OF BUSINESS

### 1. INTRODUCTION

These Terms of Business ("Terms") govern all services provided by LYKKESFELDT ADVOKATFIRMA ("LYKKESFELDT", "we", "us", or "our") to our clients ("Client" or "you"). By engaging LYKKESFELDT, you accept these Terms unless otherwise agreed in writing.

If we enter into a specific engagement letter with you, the terms of the engagement letter shall prevail in case of any inconsistency with these Terms.

### 2. ABOUT US

LYKKESFELDT ADVOKATFIRMA is a Danish law firm registered with the Danish Business Authority under CVR No. 34294356. Our registered office is at Nordre Fasanvej 215, 2000 Frederiksberg, Denmark. You can contact us via email at [info@lykkesfeldt.com](mailto:info@lykkesfeldt.com) or telephone at +45 2213 8008.

### 3. CONFLICTS OF INTEREST

Before accepting an engagement, we will assess, pursuant to the rules of the Danish Bar and Law Society, whether there is a conflict of interest that prevents us from handling the assignment. If a conflict arises during the engagement, we will take appropriate steps to resolve it in accordance with applicable legal and ethical standards. This may include having to discontinue our work, in which case we will undertake to recommend another law firm.

### 4. SCOPE OF ENGAGEMENT

Our engagement is limited to the specific matters for which we have been retained. The scope of the assignment may be adjusted from time to time as required. We act solely for you and not for any third party, unless otherwise agreed in writing.

### 5. OUR SERVICES AND ADVICE

We provide legal advice exclusively on matters governed by Danish law. Our services do not include advice on foreign law, and we recommend that clients seek local legal counsel for matters involving jurisdictions outside Denmark. We have a broad international network of competent law firms and are happy to make recommendations for local counsel upon request.

Our advice is prepared solely for use by you for the specific assignment and is not to be used for any other purpose without prior written consent from us. We are only liable to the Client to the extent of the advice provided. Our services will not include advice on tax-related issues arising out of the engagement.

LYKKESFELDT owns all rights, including copyright, in any documents prepared by us during the course of carrying out the engagement. We grant you a non-exclusive, royalty-free license to use any such document for the purposes for which it is provided.

We may outsource certain functions such as printing, IT, and certain legal processes to third party organizations locally or overseas. Where this occurs, we will take all reasonable steps to ensure that such organizations comply with their obligations of confidentiality. By accepting these Terms of Business, you consent to such outsourcing arrangements including the transfer of any personal data to such organizations.

In connection with the engagement, we will process personal data regarding individuals within your organization. Such processing will be done pursuant to our privacy policy, which is available on our website: [lykkesfeldt.com](http://lykkesfeldt.com)

### 6. FEES, EXPENSES AND BILLING

Our fees for the legal services we provide are based on various parameters, such as time spent, the scope, complexity and nature of the matter and its importance and value to the Client, the responsibility involved and level of expertise required, time limitations imposed by the Client, and the results achieved.

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Upon request, we will be pleased to provide an estimate of our fee for the specific assignment before any work is commenced. Where this is not possible due to the nature of the assignment, we will inform you of the criteria for how the fee will be calculated, such as our hourly rates.

In some instances, we may incur expenses on your behalf (e.g. travel expenses, costs of external consultants, freight etc.). You agree to reimburse such expenses, which will be itemized in our invoices.

We will normally invoice for our work on a monthly basis and upon completion of the assignment. Our invoices are due within 14 days from the invoice date. Late payments may be subject to interest in accordance with the Danish Interest Act. VAT is added to our fees pursuant to applicable rules.

## **7. CONFIDENTIALITY AND INSIDER TRADING COMPLIANCE**

As lawyers we are under a professional duty of confidentiality. We maintain strict confidentiality regarding all documents and information received from or about you, subject to any legal or regulatory disclosure obligations.

LYKKESFELDT takes all necessary precautionary measures to ensure that there is no unlawful disclosure, use, or trading based on inside information regarding listed companies, in accordance with applicable laws and regulations, including the Danish Capital Markets Act.

## **8. ANTI-MONEY LAUNDERING COMPLIANCE**

As a Danish law firm, we are subject to Danish anti-money laundering regulations and may be required to obtain identification documents and other information about our clients before or during our engagement. You agree to provide such information upon our request.

## **9. CLIENT FUNDS**

We do not operate a client account and do not hold client funds on behalf of our clients.

## **10. USE OF CLIENT REFERENCES**

LYKKESFELDT may refer to our involvement in assignments performed for clients, once they are publicly known, for marketing purposes. Such references will be factual and limited to the client's name and a brief description of the nature of the assignment. If you prefer that we do not use your name or assignment as a reference, please inform us in writing.

## **11. LIMITATION OF LIABILITY AND INSURANCE**

Our total liability for any claim arising from our services is limited to the lesser of: (i) DKK 2 million; or (ii) three (3) times the total fees paid by you for the specific matter giving rise to the claim.

We are not liable for indirect or consequential losses, including loss of profits, time, data, goodwill, reputation, or business opportunities. As stated in Section 5 above, we only provide legal advice under Danish law. When our assistance involves matters governed by foreign law, any input we provide is based solely on our Danish legal training and general experience with similar matters, or constitutes a summary or relay of advice obtained from a foreign legal advisor on the Client's behalf. In all cases, our assistance does not constitute legal advice on the applicable foreign legal position, and we accept no liability for any claim arising from a matter or issue related to such foreign legal position.

The client can only make a claim against LYKKESFELDT and not against any individual partners or employees. We do not assume liability for advice given by third parties, including external consultants engaged as part of our services.

LYKKESFELDT maintains liability insurance and has provided a guarantee as required by the Danish Bar and Law Society. For further information, please see the Client Information provided on our website [lykkesfeldt.com](http://lykkesfeldt.com).

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## 12. TERMINATION

Either party may terminate the engagement at any time by giving reasonable notice. Upon termination, you are responsible for all fees and expenses incurred up to the date of termination, and these terms of business will continue to apply after termination of the engagement.

Original documents are returned at the conclusion of the assignment at the latest. We will keep a copy of the file for five years after the date of last invoice, unless a longer period is prescribed by applicable law.

## 13. GOVERNING LAW AND JURISDICTION

Any dispute between a Client and LYKKESFELDT shall be governed by Danish law, without regard to its choice of law rules, and is subject to the exclusive jurisdiction of the Danish courts with the Copenhagen City Court as the court of first instance.

## 14. GENERAL INFORMATION AND COMPLAINTS

LYKKESFELDT is a sole proprietorship ("enkeltmandsvirksomhed") owned by Jesper Lykkesfeldt who holds a license as attorney-at-law ("advokat") from the Danish Ministry of Justice and is a member of the Danish Bar and Law Society.

LYKKESFELDT is subject to the general rules on complaints issued by the Danish Bar and Law Society. If you are dissatisfied with our services or the fees charged, please contact us to discuss your concerns. If we are unable to resolve the issue to your satisfaction, you may file a complaint with the Disciplinary Board of the Danish Bar and Law Society ("Advokatnævnet"), Kronprinsessegade 28, 1306 Copenhagen K, email: [postkasse@advokatnaevnet.dk](mailto:postkasse@advokatnaevnet.dk), [www.advokatnaevnet.dk](http://www.advokatnaevnet.dk).

## 15. CHANGES TO TERMS

We may update these Terms from time to time as necessary. The latest version will be made available on our website or upon request. For any questions regarding these Terms, please contact us at [info@lykkesfeldt.com](mailto:info@lykkesfeldt.com).

*Last updated on 01 March 2026*