

Terms and Conditions

The following terms and conditions apply to all engagements undertaken by MF Advisory ("MF Advisory", "we" or "our"), CVR number 46482883, for you as a client ("the Client" or "you").

These terms and conditions apply unless otherwise agreed in writing.

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1. Conflicts of Interest

We do not provide advice in matters where MF Advisory or its owner has a particular personal or financial interest in the outcome. We likewise do not advise in matters where we are simultaneously advising, or have previously advised in the same matter, other parties with such an interest.

Should such a conflict of interest arise or come to our attention after the advisory engagement has been established, we will notify the Client in writing as soon as possible and terminate the engagement. Such termination shall occur without liability on the part of MF Advisory.

2. Anti-Money Laundering and Counter-Terrorism Financing

MF Advisory is subject to the Danish Anti-Money Laundering Act. We are therefore required to carry out customer due diligence procedures and ongoing monitoring in connection with establishing and maintaining client relationships. In this regard, we may request that the Client provide identification documents and other relevant documentation.

Should we have suspicion or reasonable grounds to believe that a transaction or funds are connected to money laundering or terrorist financing, we are required to notify the Danish Money Laundering Secretariat (Hvidvasksekretariatet). The Client is not entitled to be informed of such a notification.

MF Advisory shall not be liable for actions taken in good faith in compliance with the Anti-Money Laundering Act.

3. Duty of Confidentiality

MF Advisory is subject to a duty of confidentiality. Any information received from or relating to the Client in connection with an engagement is treated as confidential, unless the circumstances indicate that the information is not of a confidential nature.

In cases where it is necessary to communicate with third parties - such as the Client's other advisers, authorities, or other relevant parties - we will inform the Client accordingly. Such communication will not necessarily be confidential.

4. Processing of Personal Data (GDPR)

MF Advisory is the data controller for personal data received and processed in connection with carrying out engagements for the Client. We process personal data only to the extent necessary to fulfil our obligations to the Client or to comply with applicable law.

Personal data is stored securely and deleted or anonymised when it is no longer necessary for the purpose for which it was collected, or when the statutory retention requirements have been met. Information obtained as part of client due diligence procedures (KYC) is retained for a minimum of five years following the termination of the client relationship, in accordance with the requirements of the Anti-Money Laundering Act. We do not disclose personal data to third parties without the Client's consent, unless required to do so by law.

The Client has the right to request access to, rectification or deletion of their personal data, and the right to object to its processing. Requests should be submitted in writing to magne@mfadvisory.dk. The Client also has the right to lodge a complaint with the Danish Data Protection Agency (Datatilsynet) if the Client believes that we are processing personal data in contravention of applicable law.

5. Fees and Invoicing

Fees are determined as set out in the engagement letter or as otherwise agreed in writing. In the absence of another agreement, fees are based on time spent, documented by a detailed time record.

Our hourly rate will be communicated at the commencement of each engagement. Regardless of the scope of the engagement, a minimum of three hours will be invoiced per engagement, unless otherwise

agreed in writing. Should the scope be expected to significantly exceed the original estimate, the Client will be notified in writing before any additional work is commenced.

Invoicing is typically carried out upon completion of the engagement, unless otherwise agreed or the nature of the engagement warrants otherwise. Payment terms are 14 days net from the invoice date. In the event of late payment, a reminder will be issued with a reminder fee of DKK 100 per reminder, together with interest in accordance with the Danish Interest Act. Material breach of payment terms entitles MF Advisory to terminate the engagement.

6. Applicable Law and Scope of Advice

MF Advisory advises solely on Danish tax and personal tax law matters. Advice is directed at the specific engagement for the specific Client and may not be used for other purposes without prior written consent.

Where an engagement involves foreign law, we recommend that the Client engage local advisers in the relevant country. MF Advisory's involvement in such parts of an engagement shall not be regarded as advice on foreign law, and we accept no responsibility in that regard.

We are solely responsible to the Client for the advice provided, and only to the extent set out in the specific engagement agreement.

7. Completion of an Engagement

MF Advisory will complete an engagement to its natural conclusion, or until the Client requests in writing that the matter be closed. Should the Client request closure, any unbilled time will be assessed and invoiced promptly thereafter.

We reserve the right to terminate the engagement in writing with immediate effect in the event that:

- the payment deadline on our invoices has been materially exceeded despite reminders,
- the Client is insolvent, or
- in exceptional circumstances, we no longer consider it possible to assume responsibility for the handling of the matter.

8. Liability, Limitation of Liability and Insurance

MF Advisory is liable for our advice in accordance with the general rules of Danish law, subject to the limitations set out below.

Our liability does not extend to indirect losses or consequential losses, including loss of business, loss of time, loss of data, loss of profit, loss of anticipated savings or loss of goodwill, regardless of whether such losses were foreseeable.

MF Advisory's total liability is in all cases limited to DKK 2,000,000 per engagement. MF Advisory has taken out professional indemnity insurance with HDI Global Specialty SE with a coverage amount corresponding thereto.

Any claim for damages shall become time-barred 12 months after the Client becomes aware - or ought to have become aware - of the circumstances giving rise to the claim. Claims shall in any event become time-barred no later than 3 years after the advice on which the claim is based was provided.

9. Complaints

Should the Client be dissatisfied with our advice or fees, we encourage written notification to magne@mfadvisory.dk so that we may seek to resolve the matter.

10. Assignment

Neither party's obligations and rights under our engagement may be assigned to a third party without the other party's written consent.

11. Force majeure

In the event of force majeure, our obligations under the engagement are suspended. Force majeure covers external and unforeseeable extraordinary events or circumstances that we could not reasonably have anticipated, including natural disasters, epidemics or serious cyberattacks.

12. Governing Law and Jurisdiction

Any dispute between the Client and MF Advisory shall be resolved in accordance with Danish law.

Any dispute arising out of our advice or these terms and conditions shall be referred to the Copenhagen City Court (Københavns Byret) as the court of first instance.