

**TRANSCRIPT OF THE RECORDS OF THE
EASTERN HIGH COURT**

On 20 October 2025, the Eastern High Court presided over the case heard by the Court in the court building, Østre Landsrets Plads 1, Nordhavn.

The case was heard by High Court Judges Lene Jensen, Jesper Jarnit and Ane Kallmayer Bach (sitting as a High Court Judge), the first-mentioned presiding.

In the matter of:

25th division no. B-280-25:

A

(Attorney Morten Arup Neergaard, court-appointed)

v.

Company 1

(Attorney Christian Bo Kolding-Krøger)

No one was summoned or attended.

By order of 25 April 2025, the bankruptcy division of the Maritime and Commercial High Court (K 3433/24-G) ruled that the bankruptcy petition against A is admissible.

A has appealed the order claiming that the bankruptcy petition should be dismissed.

The following documents were produced: cover letter of 28 April 2025 from the bankruptcy division of the Maritime and Commercial High Court, a transcript of the court records containing the appealed order, a supplementary Notice of Appeal of 19 May 2025 from A, a Respondent's Notice of 20 June 2025 from Company 1, e-mails of 4 July, 8 August, 5 September and 7 October 2025

tainty, and A has confirmed that his signatures may also have a "downward hook", which further refutes the graphologist's conclusion. In its written statement, B has confirmed that the agreement was signed by A. A received information about the arbitration through many channels and media. It is undisputed that relevant information about the arbitration proceedings was delivered to the address specified for A in the supplementary capital increase agreement, which was also the address used to establish the subsidiary Company 2 in 2021, even though A has claimed that he vacated the address and stopped using it already in 2010. A communicated with a representative of Company 1 on WeChat during the period from 9 March to 16 March 2023, which communication undisputedly included notification that SHIAC had admitted the case. Delivery certificates from SHIAC regarding messages sent to A by phone (text messages) and e-mails have also been produced. A has confirmed having used the phone number in connection with a stay in China. It is unlikely that none of the text messages arrived that appeared as having been sent successfully. Furthermore, on 17 March 2023, a notice of arbitration was delivered to Address 1, where A had registered its address in the period from 3 July 2018 to 27 December 2023. Therefore, there is no basis for setting aside the bankruptcy court's assessment of evidence, according to which the arbitration was duly communicated to A in several ways and at several times, and that he has not provided any evidence to the contrary. Against this background, the bankruptcy claim based on the arbitration award is sufficiently clear to form the basis for a bankruptcy order.

After the parties' exchange of pleadings, Company 1 has produced judgment of 9 October 2025 issued by Shanghai No. 1 Intermediate People's Court, dismissing A's request for annulment of the disputed arbitral award issued by SHIAC on 26 December 2023.

A has not provided any comments in this regard.

Upon submission of the case, the bankruptcy court has relied on the decision made.

The documents received were present.

After deliberation, the Court rendered the following

d e c i s i o n :

The case concerns whether the claim made by Company 1 based on an arbitral award issued by Shanghai International Arbitration Centre (SHIAC) on 26 December 2023, can form the basis for issuing a bankruptcy order against A .

The main question for the High Court is whether A has demonstrated that the arbitration agreement was not validly entered into, see section 39(1), paragraph (1)(a) of the Danish Arbitration Act.

The High Court has taken into account that Shanghai No. 1 Intermediate People's Court, by decision of 9 October 2025, dismissed the action brought by A for annulment of the arbitral award at issue, as the award was deemed to have been served on A in December 2023, and as A , by requesting annulment of the award only in 2025, had exceeded a statutory time limit of six months for bringing the matter to court.

The High Court has further taken into account that, during the Chinese court proceedings for annulment of the arbitral award, A submitted that he had not signed the disputed supplementary capital increase agreement, that he was not aware of the content of this agreement, and that the signature page was made using a blank signature page previously signed by him to which printed text was subsequently added without his permission.

It appears from a graphological statement obtained unilaterally by A that there are a number of discrepancies between A's signature as representative of Company 2 on the supplemental capital increase agreement and comparative material provided by A with respect to general writing characteristics, including a "downward hook" on the disputed signature, and that these discrepancies are considered significant differences suggesting that the disputed signature is an attempt to imitate A's signature. Furthermore, it appears that it is not considered very likely that A has performed the disputed signature.

However, the High Court has taken into account that there is a "downward hook" in other signatures

signatures which undisputedly originates from A , which is found to weaken the graphologist's conclusion. It further appears from the Chinese court's decision of 9 October 2025 that the witnesses B and C explained during the proceedings that the supplementary capital increase agreement was signed by A personally.

Against this background, and for the reasons otherwise stated by the bankruptcy court, the High Court finds that the supplementary capital increase agreement must be deemed to have been entered into with A's knowledge and acceptance.

Accordingly, and as it must be assumed pursuant to the Chinese court's decision of 9 October 2025 that the arbitration agreement is valid under Chinese law, the High Court finds that A has not demonstrated that the arbitration agreement was not validly entered into.

The question is then whether A has demonstrated that he was not duly notified of the appointment of an arbitrator or of the arbitration proceedings or for other reasons was unable to present his case during the arbitration proceedings, see section 39(1), paragraph (1)(b) of the Arbitration Act.

For the reasons stated by the bankruptcy court, the High Court accepts that A has not discharged the burden of proving that he was not notified of the arbitration proceedings.

Accordingly, and as the other conditions for finding the bankruptcy petition admissible are met, the High Court affirms the decision of the bankruptcy court.

IT IS HELD :

The decision of the bankruptcy court is affirmed.

A shall pay DKK 8,000 in legal costs within 14 days to Company 1.

The High Court awarded the counsel appointed for A , attorney Morten Arup Neergaard, a fee of DKK 10,000 plus VAT, in total DKK 12,500, which is provisionally payable out of public funds.

Case closed.

Court adjourned.

(Signed)

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**This is certified to be a true copy. Eastern High
Court, on**