

Corpital's Terms of Business #00014207 (2021-12-01)

1. Generelt

- 1.1. Corpital's Terms of Business form an integral part of the overall basis of agreement between Corpital and the Customer and thus apply to any agreement entered into between Corpital and the Customer ("the Parties").
- 1.2. Corpital's Terms of Business apply to all services provided by Corpital, regardless of what the Parties have agreed as to basis of provision of the services. Corpital's Terms of Business may be amended from time to time by means of an updated version made available on www.corpital.com/jura. The Customer is obliged to keep itself informed about any updates posted on www.corpital.com/jura.

2. Corpital's services

- 2.1. Corpital will provide the services to the Customer in accordance with Corpital's Terms of Business, always provided that the Customer has paid all fees and other costs as and when they fall due for payment.
- 2.2. Corpital is solely responsible for its own services and consequently not for any other services, including any assignments or obligations not expressly agreed between Corpital and the Customer. Corpital is not responsible for any services to be provided by the Customer or any third party.

3. The Customer's services

- 3.1. Corpital's provision of services is wholly conditional on the Customer contributing to performing the assignment, including, but not limited to, the Customer informing Corpital of all matters of relevance to performing the assignment, the Customer participating in planning the work and the Customer making such employees available as are relevant to and qualified for the performance of the assignment at hand.
- 3.2. The Customer is obliged to test the services provided by Corpital immediately upon receipt. If, within a period not to exceed seven calendar days after provision of Corpital's services, the Customer has not submitted a written complaint to Corpital, the services provided by Corpital will be deemed to have been approved by the Customer.
- 3.3. The Customer is required, for its own account, to ensure that Corpital has access to the Customer's relevant IT systems.

- 3.4. In the event of breach by the Customer of this clause 4, Corpital is entitled to demand compensation for any loss incurred by Corpital as a result of the Customer's breach.

4. Price, invoicing and terms of payment

- 4.1. Corpital regularly issues invoices on the basis of time spent in accordance with the price list applicable from time to time. Corpital is entitled to invoice the Customer for time spent regardless of whether or not the case has been closed.
- 4.2. Unless otherwise specified, all prices are stated exclusive of VAT.
- 4.3. Out-of-pocket expenses are invoiced in accordance with actual costs incurred.
- 4.4. In the event of amendments to Corpital's agreements with third parties, for instance hardware and software manufacturers, Corpital in any event reserves the right to make a pro rata adjustment of the agreed fee for services procured by Corpital from such third party.
- 4.5. In the event of late payment, Corpital is entitled to charge default interest of 2% per month or fraction of a month from the due date until payment has been effected. Pursuant to the Danish Interest Act, Corpital is entitled to charge a compensation amount of DKK 310 and a reminder fee of DKK 100 per reminder in the event of late payment.
- 4.6. If Corpital has not received payment at the latest ten days after the first reminder, Corpital is entitled to immediately stop any cooperation with the Customer. On receipt of payment in full, the provision of services may be resumed with due consideration to Corpital's production in general, and Corpital is consequently entitled to make amendments to any agreed time schedule.
- 4.7. The Customer is not entitled to offset amounts against Corpital's claim for payment, whether in whole or in part, and no complaint submitted by the Customer will entitle the Customer to withhold or postpone a payment.
- 4.8. Any objections against an invoice must be communicated to Corpital no later than seven calendar days after the date of invoice. Such objections must be sent to complain@corpital.com. Otherwise, the invoice will be deemed to have been approved by the Customer.

5. Corpital's consultants and sub-contractors

- 5.1. Corpital is entitled, regardless of cause and without the Customer's consent, to substitute any of its consultants.

- 5.2. Corpital is entitled from time to time to use sub-contractors in connection with its provision of services.

6. Authorised employees of the Customer

- 6.1. When entering into a specific Case Agreement, enclosed as an annex, the Customer must specify those of its employees who are authorised to enter into agreements on behalf of the Customer, including to open cases with Corpital. The Customer's authorised employees are set up in Corpital's case system, after which Corpital's Case System will automatically reject enquiries from employees who are not authorised.
- 6.2. If one of the Customer's employees authorised to open cases needs to pass on the case to another employee of the Customer, any instructions issued or agreements made by such other employee will be deemed to have been issued or made on the Customer's behalf and with the Customer's consent. This applies regardless of whether the new employee has been authorised by the Customer to enter into agreements with Corpital.
- 6.3. If an authorised employee of the Customer is no longer to be allowed to enter into agreements with Corpital, the Customer is required to immediately inform Corpital thereof. Otherwise, any instructions or agreements will be deemed to have been issued or made on the Customer's behalf and with the Customer's consent.
- 6.4. If a specific Case Agreement has not been entered into, any oral or written instructions or agreements issued or made by one of the Customer's employees will be deemed to be legally binding on the Customer.

7. Responsibility and liability of the Customer

- 7.1. The Customer is responsible for ensuring that the services ordered adequately satisfy the Customer's needs.
- 7.2. If the Customer breaches its obligations towards Corpital, the Customer is obliged to indemnify Corpital for any losses incurred, including for actual costs incurred, loss of profit and costs related to any idle time among consultants whom Corpital has been unable to transfer to other assignments.

8. Responsibility and liability of Corpital

- 8.1. Corpital has no responsibility or liability for matters which, directly or indirectly, are attributable to the Customer's failure to perform its obligations.
- 8.2. In the event of defects or delay, Corpital may choose whether to provide a substitute

service or to subsequently provide the service in question. Alternatively, proportionate reduction may be granted. The Customer cannot invoke any other remedies for breach against Corpital.

- 8.3. If the services comprise software developed or manufactured by a third party, such software will be comprised by the terms and conditions applicable to the relevant software, including limitations and exclusions of liability. Corpital assumes no responsibility for third-party software. If the Customer's rights vis-à-vis a third-party provider of software are less advantageous than the Customer's rights vis-à-vis Corpital, the third party's terms and conditions apply. If Corpital is requested to remedy errors or defects in third-party software, the Customer will be invoiced per hour for such remedial action.
- 8.4. Corpital cannot be held liable for any indirect or consequential loss. Any loss of profit, loss of goodwill, loss of data, including loss in connection with restoration of data, loss of interest, loss of orders, etc., will always be deemed to constitute an indirect or consequential loss. The Customer's non-payment of fees will always be deemed to be a recoverable direct loss.
- 8.5. If Corpital is liable in damages, the amount of liability will always be limited to the annual net fees payable under the relevant agreement, such amount, however, not to exceed DKK 100,000.00.

9. Intellectual property rights

- 9.1. All technical data, designs, drawings, calculations and specifications prepared by the Customer are the Customer's property and may not be reproduced by Corpital, unless such reproduction is required in order to perform the service correctly.
- 9.2. After payment, the Customer acquires any and all rights of use, including rights in material, programs, etc., developed by Corpital under this agreement. Ownership rights and copyrights therein belong to Corpital.
- 9.3. Corpital may freely use the know-how acquired by Corpital during the performance of the service.

10. Confidentiality

- 10.1. In connection with the performance of the assignment, the Parties will obtain access to confidential information and other classified material at each other's premises. Corpital and the Customer mutually guarantee that they and their employees and any sub-contractors will treat any such information received as confidential in each and every respect. This provision will apply indefinitely, also after the cooperation has terminated.

11. Assignment

- 11.1. Corpital is entitled to assign any rights and/or obligations to a third party without the Customer's consent.

12. Force majeure

- 12.1. Neither Party shall be held liable for losses due to force majeure, including but not limited to: losses caused by amended legislation, government measures or the like, currency restrictions, import or export restrictions, war, riots, rebellion, terrorist acts or sabotage, health crises, pandemics, epidemics or similar outbreaks, illness of key employees, fire, smoke damage, explosion, water damage, flood, natural disasters, vandalism, burglary, labor disputes, general strike, strike, lockout, boycott or blockade, disruption of public transportation, failing power supplies, failing telecommunications, network crashes, virus attacks, hacker attack, breakdowns in the customer's local systems, lack of deliveries from subcontractors, operational problems caused by the customer's or customer's subcontractors. This also includes relationships with Corpital's potential subcontractors and business partners.
- 12.2. In the event of force majeure, the party affected must as soon as possible inform the other party that a force majeure event has occurred. The other party may in such case request that the time schedules be renegotiated.

13. Governing law and jurisdiction

- 13.1. Any disputes arising between Corpital and the Customer are to be settled before the Danish courts of law with the Court of Glostrup as the proper venue.

14. Validity

- 14.1. Corpital's Terms of Business were most recently amended on and are applicable as of 1 December 2021.
- 14.2. The most recent version is available at www.corpital.com/jura.

15. Translation

- 15.1. Corpital's Terms of Business are completed in a Danish original and an English translation. In case of discrepancies between the two versions, the Danish version shall take precedence