
APPENDIX 1, TERMS AND CONDITIONS FOR IT-CONSULTANCY SERVICES

GUIDE

In case of deviations, additions and supplementary provisions in Terms and Conditions for purchase of it-Consultancy Services, these are stated in the Agreement, as that document takes precedence over these General Conditions, cf. section 2 of the Agreement. Under the section "Contract Data" in the Agreement any deviations, additions and/or supplementary provisions will be specified for the specific Agreement.

Supplier must ensure that the provisions are not deviated, added or supplemented in the Agreement. If a provision is deviated, added or supplemented in the Agreement, the tenderer should refer to the provisions of the Agreement and not these General Conditions.

In addition, reference is made to the Tender Conditions, which will indicate any mandatory requirements and minimum requirements for the Agreement.

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Agreement for IT-Consultancy Services

1. Purpose and Scope

- 1.1 These Terms and Conditions for purchase of IT-Consultancy Services stipulate the terms and conditions for Supplier's delivery of consultancy Services to Customer.
- 1.2 The definitions used in the Agreement shall also apply to these Terms and Conditions. In addition to the above the following terms and expressions have the following meanings:
 - (a) "Terms and conditions" mean Customer's terms and conditions for purchase of Services;
 - (b) "Contract Price" means the amount specified in the Agreement, which Customer can purchase Services for during the term of the Agreement;
 - (c) "Delivery" means when Supplier has performed the Services including the agreed work in accordance with the Agreement and the Services has been or should have been accepted by Customer;
 - (d) "Defect" means that the IT related services do not conform with the Agreement;
 - (e) "Services" means all services, works, materials and other deliverables, including tests, to be performed, provided or delivered by Supplier under the Agreement;
 - (f) "Payment" means the amount Customer must pay Supplier for the Services. The Payment is variable depending on Customer's purchase under the Agreement;
 - (g) "Scope of Works" means all documents in the Agreement describing the Services;
 - (h) "Change Order" means a change of the Scope of Works required by Customer and documented by use of the Change Order template in the Terms and Conditions.

2. The Service

- 2.1 The Services shall be delivered by Supplier in accordance with the agreed specifications stated in the appendix regarding the Scope of Works. Furthermore, Supplier shall provide the Services that Customer can reasonably expect to be

covered by the Agreement, cf. the purpose of the Agreement, within the agreed budget.

3. Supplier's obligations

- 3.1 Supplier will organize his work in accordance with Customer's further instructions on the content and execution of the Services. Supplier is obliged to provide the necessary guidance to his employees for the performance of the Services.
- 3.2 If Supplier is in doubt about the Services or/and notice any inconvenience in relation to the Agreements purpose, content and/or scope, including area of responsibility, it falls upon Supplier to notify Customer hereof in writing.
- 3.3 Supplier is responsible for ensuring that his employees at all time throughout the term of the Agreement:
 - (a) meet a good professional standard and comply with all applicable standards and rules ("best practice").
 - (b) are qualified to provide the agreed Services, including that the employees have all necessary and relevant certificates to provide the agreed Services.
 - (c) ensure that the necessary and appropriate resources are available to provide the agreed Services.
 - (d) cooperate with Customer and Customer's other employees and accommodate to Customer's specific circumstances.
- 3.4 Without additional payment, necessary testing and full documentation of the performed Services shall be provided by supplier in accordance with best practice within the industry and additional requirements specified in the appendix regarding Scope of Works.
- 3.5 Supplier is only entitled to use sub-Suppliers with prior written consent from Customer.
- 3.6 In cooperation with Customer, Supplier is obligated to establish and engage in cooperation with Customer's other Suppliers.
- 3.7 Employees made available by Supplier must be fluent in Danish in writing and speech.

Other/additional language requirements may be specified in the appendix regarding Scope of Works.

- 3.8 Supplier guarantees, that the agreed employees do not have a criminal record making them unfit to provide the agreed Services.

4. Customer's obligations

- 4.1 Customer will to a reasonable extent provide Supplier with the necessary information etc. to enable Supplier to deliver the Services under the Agreement, including information about technical, economic and organizational matters. If Customer is to provide services or assist Supplier in any other way, such services and/or assistance will be specified in the appendix regarding the scope of work.
- 4.2 Customer handles all necessary internal and external information regarding the Agreement. If Supplier has any direct communication with external parties including Customer's other Suppliers, such communication shall be explicitly agreed with Customer and may only take place with copy and full documentation of the communication to Customer.
- 4.3 If Supplier finds that Customer does not provide the expected agreed assistance to Supplier's Services, Supplier must promptly notify Customer thereof in writing.
- 4.4 In the event of material breach on the part of Customer, Supplier shall be entitled to stop work and – after having given notice in writing granting Customer no less than 10 calendar days to remedy the breach – terminate the Agreement, if Customer fails to promptly, and before expiry of the said period, remedy the breach

5. Safety, policies etc.

- 5.1 Supplier and his employees must at all times comply with Customer's (i) IT security policies and instructions, which are handed out by Customer; (ii) Customer's requirements and guidelines for security, methods, tools, standards and work environment and (iii) Customer's internal rules for e.g., access control, insider knowledge, Program for Internal Monitoring (PIO) etc. which is a part of the required E-learning. Customer

must keep Supplier informed about the rules set out in this Sub-Clause.

- 5.2 Suppliers that cf. the Agreement, must work with, or gain insight into, pre-sewing critical IT must have a security clearance, similar to PET Secret, or NATO Secret (for foreign employees).
- 5.3 The employees made available by Supplier working on Customer's locations are expected to review and pass relevant E-learning modules on Customer's internal portal, Insite, including but not limited to work environment. Unless otherwise agreed, the employees must complete the required E-learning modules no later than 7 calendar days after commencement of the contract. Furthermore, Customer is entitled to require that the employees complete additional E-learning modules if it is assessed relevant for the completion of the work. Customer will defray all expenses accordingly.

6. Supplier's access to replacement of employees

- 6.1 To the extent that the Parties have agreed that specific qualifications and/or named or key employees will be available to perform the Services under the Agreement, such qualifications and named or key employees will be specified in the appendix regarding Scope of Works. Furthermore, the agreed key personnel are stated in the Agreement under Contract Data.
- 6.2 Named or key employees shall be made available by Supplier for as long as the performance of the Services is in progress.
- 6.3 Supplier is only allowed to replace named or key employees, in case of prolonged illness, job change or similar circumstances that is out of Supplier's control or by agreement with Customer.
- 6.4 The replacement shall not inflict any costs or delays on Customer. The new employee shall possess at least similar qualifications and knowledge as the replaced employee. Costs associated with the training of new employees (the employee's

time spent) may be required covered by Supplier.

- 6.5 If reasonably requested by Customer, Supplier shall replace an employee within 14 calendar days after the notification hereof.
- 6.6 If the replacement is not due to circumstances attributable to the employee, Customer shall cover any costs incurred for the purpose of bringing the new key person up to a level of knowledge of the Services under the Agreement comparable to the knowledge of the replaced employee.

7. Conflict of interest

- 7.1 Supplier guarantees that no conflict of interest will arise as a result of Supplier's performance of any tasks or services pursuant to the Agreement. A conflict of interest occurs for instance when doubts about the independence and loyalty of Supplier or Supplier's employees with Supplier's delivery of Services covered by the Agreement can be raised.
- 7.2 Supplier and his affiliated companies may – in connection with the performance of the Services under the Agreement without an obligation to inform Customer – be a Supplier for or provide services for other Customers whose interest might be in conflict with Customer provided that this will not create any conflict of interest for Supplier in relation to the Services to be performed for Customer.
- 7.3 Supplier shall not use employees if their ability to fully represent Customer's interest, can reasonably be doubted. Supplier is obligated to notify Customer about any circumstances that gives reason to doubt whether Supplier or Supplier's employees have a conflict-of-interest issue.
- 7.4 If requested by Customer, Supplier shall provide evidence of Supplier's compliance with the requirements in this Clause 7, e.g. by providing Customer with Supplier's internal procedures to ensure such compliance.
- 7.5 Supplier may refuse to perform one or more notified Services with reference to the risk of conflict of interest. Customer may for the same reason refuse to allow Supplier to perform one or more Services. If one of the Parties claim such consideration, this will be accepted without

further justification or explanation from the other Party.

- 7.6 Supplier must actively ensure, that all his employees directly connected to this contract does not advise Supplier or are part of another company or a group of economic operators, that intend to submit a tender on tendered parts of this contract. Supplier must actively instruct his employees hereon and be able to provide written documentation on the handling hereof. Supplier must without undue delay contact Customer in the case, that Supplier detects a possible conflict of interest, in which any employee of Supplier directly connected to this contract, can have conflicting interest, that may affect tendered parts of this contract negatively.

8. Extension of Supplier's time limits

- 8.1 If the Parties have agreed on time limits, Supplier shall at all time comply with any agreed time limits.
- 8.2 Supplier may claim extension of a time limit if the delivery is delayed by any of the following events:
 - (a) change in the Services requested by Customer,
 - (b) circumstances relating to Customer or delay on a third party,
 - (c) order by a public authority or lack of information, approvals, decisions, services, replies or material from the public authorities which could not reasonably have been expected, or
 - (d) in case of Force Majeure, cf. Clause 18
- 8.3 Notwithstanding the above, Supplier is obligated to take all reasonable actions in order to prevent, limit or overcome any delay.
- 8.4 Supplier shall notify Customer promptly in writing as soon as Supplier becomes aware that he cannot comply with the agreed time limits.
- 8.5 Supplier shall notify Customer promptly in writing when he considers he has a justified claim for extending a time limit and shall prove that the

delay is due to justifiable by using the template "Change Order" attached below, cf. Clause 21.

- 8.6 Any delay that does not entitle Supplier to extension of time limits is actionable, cf. Clause 13.

9. Payment

- 9.1 The agreed payment for Supplier's Services is based on hourly rates, daily rates, a fixed price for an agreed period or an agreed Service. The agreed payment is set out in the appendix regarding the price(s) or Supplier's final tender.
- 9.2 The prices are fixed and will not be subject to change and/or regulation, indexation or similar during the term of the Agreement, unless the Parties have agreed upon price regulations as stated in the Agreement under Contract Data.
- 9.3 If Supplier provides Services that are subject to payment in accordance with the number of hours spent, Supplier must submit an estimate of the expected number of hours need to perform the agreed Services before the commencement of any works. Supplier shall at all time comply with any agreed time limits.
- 9.4 If Supplier foresees or becomes aware that Supplier will not be able to comply with the agreed estimate, Supplier must promptly notify Customer thereof in writing. The notice must include a precise statement of which circumstances causes the delay. If failure to comply with the agreed estimate is due to circumstances attributable to Customer, the Parties will agree on a reasonable extension of the estimated time frame
- 9.5 Unless otherwise stated in the Consultancy Contract under Contract data, Supplier's employees shall, for payment in accordance with the number of hours spent, register the number of hours spent in Customer's ERP system VISMA. The time registration approved by Customer in VISMA constitutes the basis of the invoice and settlement is made in accordance with the hourly rate applicable in the Agreement.
- 9.6 Customer pays the self-billing monthly in arrears, at the latest on the last banking day of the month.
- 9.7 If any errors occur in connection with the registration in VISMA, and this results in an error in the basis for invoicing, Customer is entitled to

deduct the excess amount in the next payment or claim reimbursement.

- 9.8 For payment in accordance with the number of hours spent, when Supplier's employees do not have to register the amount of hours spent in Customer's VISMA, each employee shall keep a diligent and continuous time sheet detailing how the hours have been spent, i.e. time per activity per employee. The time sheets must accompany the invoice for the payment for the specific period. Customer may require viewing the time sheets at any time.
- 9.9 Invoices that exceed the submitted estimate of the expected number of hours, cf. Sub-Clause 9.3, can only be issued to Customer if the exceeding is due to circumstances for which Customer is responsible and if Supplier has notified Customer in writing about the exceeding number of hours as soon as Supplier became aware of it, and Customer has approved the overrun at this time, cf. Sub-Clause 9.4.
- 9.10 Supplier shall not initiate any works that exceed the agreed estimate, unless such works, in writing, have been agreed with Customer prior thereto. Customer shall not be obliged to pay for any works initiated without Customer's prior written consent.

10. Transport and accommodation expenses

- 10.1 No fees shall be invoiced for time and costs spent on transportation between the offices of Supplier and the offices of or any other address stated in the Agreement under Contract Data. If Supplier is to travel for Customer in connection with the Services under the Agreement, such travelling and invoicing covering such traveling shall be subject to prior written Agreement between the Parties. The costs incurred by Supplier for travelling and accommodation activities that have been expressly agreed between the Parties shall be settled in accordance with the rules laid down by the Danish government at any time.

11. Invoice

- 11.1 Unless otherwise agreed, Supplier shall invoice Customer for work performed, cf. Sub-Clause 9.8 and 10.1 monthly in arrears, or in the event of

assistant of shorter duration than 1 month, upon completion of the Services.

- 11.2 All amounts shall be stated in Danish Kroner (DKK), unless otherwise stated in the Agreement under Contract Data. The amount includes all taxes and duties in force at the time when the Agreement is signed, except VAT. In case of any adjustment in applicable duties, the rates shall be adjusted to reflect the financial net consequence thereof for Customer.
- 11.3 All invoices issued to Customer, cf. Sub-Clause 11.1 shall be electronic, cf. the Danish Act on public payments (LBK no. 798 of 28th of June 2007). The invoices must be issued in the agreed currency and must state Customer's purchase order number, name of project/Services, Customer's and Supplier's central business register number and information on the actual time spent by each employee together with documentation of defrayed travelling and accommodation expenses. Supplier is, within 7 workdays after signing the Agreement, obligated to inform Customer of an e-mail address, to which the order (IO) shall be forwarded to, and inform Customer if this is changed during the term of the Agreement.
- 11.4 Supplier must issue an invoice when the Service is completed or as soon as the possible after the completion of the Service. Invoicing must be done within 6 months of completion of the Service.
- 11.5 Invoices not complying with the requirements in Clause 11 will be declined.
- 11.6 Terms of payment, cf. Sub-Clause 11.1 shall be 30 calendar days after Customer's receipt of final, specified, and satisfactory invoice. If the due date is a Saturday, Sunday or a holiday, the due date will be canceled for the next day of work. If Customer fails to pay by the due date, Supplier shall be entitled to interest from the date when the payment became due in accordance with the interest stipulated in Danish law (Renteloven). Customer shall not be liable for any further or additional costs or loss caused by any late payment.

12. Intellectual property rights

- 12.1 Each Party retains the ownership of all intellectual property that is owned or controlled by the Party in question prior to the effective date of the Agreement ("Background Technology"), or that is developed or acquired thereafter

pursuant to activities independent of this Agreement. Such Background Technology includes software, documents, analysis, methods, tools, designs etc. that is needed to fulfill the Agreement.

- 12.2 Customer shall obtain and have all ownership rights to the Services under the Agreement, specifically made and delivered to Customer by Supplier, e.g. analysis, methods, tools etc. as part of the fulfillment of Supplier's obligations under the Agreement, unless otherwise agreed between the Parties.
- 12.3 Customer's ownership rights do not preclude Supplier's subsequent use of methods, knowhow and general knowledge obtained by Supplier in connection with the consultancy Service for tasks for other Customers.
- 12.4 Customer shall be entitled to freely use, copy, transfer and modify the material prepared under the Agreement in any way deemed relevant by Customer, including the use of experiences, ideas, designs, solutions etc. for any purpose deemed relevant by Customer. Customer's subsequent use of such rights for other purposes than known to Supplier will be at Customer's own name, risk and account.

13. Late delivery or non-delivery

- 13.1 If Supplier's Services is not delivered in accordance with the agreed time limit and Supplier is not entitled to any extension of time in accordance with Clause 8, there is delay. Delay entitles Customer to claim a liquidated damage penalty of 0.25% of the agreed payment for the specific task – either stated as a fixed price or an estimation of the payment based on the expected number of hours – for each working day or part thereof, starting from the agreed time limit. However, the daily penalties shall in aggregate not exceed 10 % of the Contract Price – either stated as a fixed price or an estimation of the payment based on the expected number of hours. The stated penalty amount applies unless otherwise specified in the Agreement under Contract Data.
- 13.2 The Supplier's liability for damages as a consequence of delay shall be limited to the penalty set out in Sub-Clause 13.1, unless the delay is due to gross negligence or willful misconduct on

the part of the Supplier (or any party for whom the Supplier is responsible).

- 13.3 Customer's claim for liquidated damage penalty must be made in writing together with an indication of the amount of the penalty to Supplier as soon as possible after exceeding the time limit, that triggers the claim.
- 13.4 Any delays in the Services to be provided by Supplier in excess of 5 working days shall be deemed material breach.

14. Defects

- 14.1 Supplier's Services are defect if they do not conform to the Agreement ("Defect"). All defects are a breach of the Agreement. Supplier is entitled and obligated, at Supplier's own risk and account, to remedy Defects in accordance with this Clause 14.
- 14.2 Customer shall provide a deadline in writing to Supplier for the remedy of any Defects. The deadline shall take into account the nature and scope of the Defects as well as other relevant circumstances. Supplier shall notify Customer in writing when the Defect has been remedied.
- 14.3 If Customer after expiry of the deadline, cf. Sub-Clause 14.2 – or after having received Supplier's notification that the Defects have been remedied – finds that the Defects are not remedied, Customer shall promptly notify Supplier in writing about remaining Defects.
- 14.4 Hereafter, Customer is entitled to remedy the claimed Defects at Supplier's expense or get a reduction in the payment hereof. If Supplier has attempted to remedy all the claimed Defects and if the remaining Defects only constitute a small part thereof, Supplier is entitled to remedy these Defects, if the remedying is initiated immediately after Customer's notification hereof.
- 14.5 If remedying the Defect does not adequately accommodate Customer's interests, Supplier does not have the right to remedy.
- 14.6 If Supplier is not capable of meeting the requirement set out in the Agreement regarding qualifications and resources, and such non-capability is not due to the circumstances for which Customer is responsible, where is a material breach

unless Customer accepts remediation that ensures the same qualifications and quality.

- 14.7 Unless otherwise stated in the Agreement under Contract Data, Customer's claim against Supplier as a consequence of Defects shall be made no later than 1 years after the conclusion of the Services under the Agreement (Defect Notification Period). However, Customer's claim is retained for parts of the Services under the Agreement, in case:
 - (a) Supplier has undertaken to extend the Defect Notification Period, or
 - (b) of gross negligence or willful misconduct by Supplier.

15. Limitation of liability

- 15.1 The Parties are liable for defects and neglect in accordance with the general rules of Danish law. The Parties is not entitled to compensation for operating loss, loss of profit or any indirect loss.
- 15.2 Unless otherwise stated in the Agreement under Contract Data, the total aggregated liability under the Agreement cannot exceed 2 times the total Payment – either as an agreed fixed price or an estimated payment based on the expected number of hours spent.
- 15.3 This Clause shall not limit liability in case of willful misconduct or gross negligence by the defaulting Party. Nor does the limitation of liability apply to the Parties non-contractual liability.
- 15.4 If a Party suffers damages as a result of the other Party's breach of Clause 17, the breaching Party shall be liable in damages to the other Party under the general Danish rules of law pertaining to errors and omissions.

16. Insurance

- 16.1 Supplier and any sub-Suppliers undertake at his own costs and expenses with an internationally recognized insurance institution a usual professional liability insurance and a general liability insurance ("The Insurances") for a period of at least 2 years.
- 16.2 The Insurances shall be in place upon signature of the Agreement. If any of the insurances are not procured or/and maintained in accordance

with Clause 16, Customer has the right to terminate the Agreement with immediate effect.

- 16.3 30 calendar days after the signing of the Agreement, Supplier shall at any time, if Customers request it, be able to send documentation from Supplier's insurance companies/company regarding The Insurances.

17. Confidentiality

- 17.1 The Parties are mutually obligated to treat all non-common information and material about the other Party confidential.
- 17.2 The confidentiality obligation includes employees, sub-Suppliers and other external advisors and Suppliers that contribute to the delivery of the Services under the Agreement.
- 17.3 The confidentiality obligation shall also apply after the delivery of the Services under the Agreement and after the expiry of the Agreement.
- 17.4 Any breach of confidentiality will be regarded as a material breach of the Agreement.

18. Force majeure

- 18.1 A Party is not liable for a failure to perform any of its obligations provided that the failure was due to an impediment beyond its control, and that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Agreement, and that he could not reasonably have avoided or overcome it or its effects (force majeure situations).
- 18.2 A Party seeking relief under this clause shall as soon as practicable after the impediment and its effects upon his ability to perform become known to him give notice to the other Party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases. Failure to give either notice makes the Party liable for damages or loss that otherwise could have been avoided.
- 18.3 If the force majeure situation is of a nature justifying that it will be impossible or unreasonably difficult to complete the Services, or if the force majeure situation subsists for a period of more than 6 months, either Party shall be entitled to terminate the Agreement with a written notice

of 30 calendar days has the force majeure situation not ceased within that notification period.

19. Assignments of rights

- 19.1 Supplier may not assign his rights and obligations under the Agreement to a third party without Customer's prior written consent. Such consent shall not be contrary to the Public Procurement Law and may not be unreasonably withheld.
- 19.2 Customer may not assign his rights and obligations under the Agreement to a third party without Supplier's prior written consent. Such consent shall not be unreasonably withheld.

20. Modifications

- 20.1 Modification of the Agreement is only valid when both Parties have signed an amendment to the Agreement and can only be accepted if it is in accordance with applicable law. Such amendments can only be signed by the representatives stated in the Agreement who are authorized to sign in accordance with the Agreement.

21. Commencement and expiry

- 21.1 The Agreement shall enter into force at the Parties' signature, unless otherwise specified in the Agreement.
- 21.2 Notwithstanding any provisions stated herein, the other party is at once entitled to terminate the Agreement in full or part in writing and with immediate effect:
- (a) If either party is declared bankrupt, the other party is at once entitled to terminate the contract with immediate effect to the extent not precluded by the provisions of the Danish Bankruptcy Act, or
 - (b) If a case about compulsory dissolution or voluntary winding-up is initiated or the Party ceases to carry out business in way similar herewith to the extent not precluded by the provisions of the Danish Companies Act, or
 - (c) the other Party at any time is in material breach under the Agreement and fails to remedy such default in accordance with (i) any period of notice determined by Customer in accordance with the Agreement or (ii) within 30 calendar days from receipt of notice in writing from the Party not in default specifying such default.

- 21.3 In the event of a Party's termination of the Agreement in accordance with Sub-Clause 21.2, the terminating Party is entitled to damages from the other Party under the general Danish rules, subject to the limitations in Clause 15.
- 21.4 Unless otherwise stated in the Agreement, the Agreement may be terminated with 30 calendar days' written Notice from Customer without any justification. If requested by Customer on termination of the Agreement, Supplier is obliged to close down the Services under the Agreement as soon as possible. Supplier cannot terminate the Agreement.
- 21.5 In case of Customer's termination, Supplier is entitled to payment under the Agreement for Services delivered to Customer until the date of termination. Suppliers is not entitled to additional payment under the Agreement or on any other basis.
- 21.6 The Agreement shall automatically terminate when Customer has received and accepted the agreed Services, unless otherwise specified in the Agreement or time schedule.

22. Personal Data

- 22.1 Customer is responsible for all data according to the Danish Data Protection Act for Personal Data ("Persondataloven for personoplysninger"), and Customer appoints Supplier as data processor in case Supplier will process personal data on behalf of Customer.
- 22.2 Supplier complies solely on Customer's instructions in the processing of personal data. Supplier shall implement the necessary technical and organizational precautionary measures to protect personal data against accidental or unlawful destruction, loss or deterioration and against unauthorized access, abuse or other processing in violation of the provisions laid down in the Danish Data Protection Act for Personal Data.
- 22.3 Following Customer's request, Supplier shall take reasonable and usual steps to provide Customer with sufficient documentation to ensure that Supplier processes personal data in accordance with the rules laid down in the Danish Data Protection Act for Personal Data.
- 22.4 Supplier is not allowed to pass personal data to jurisdictions outside the EU-EEA area or in other ways process personal data outside the EU-EEA area. Accounting material and accounting

records may only be stored in Denmark. In case Supplier passes personally identifiable data to Customer regarding personnel hired by Supplier, Supplier will be responsible for such data.

23. Disputes and applicable law

- 23.1 Any dispute arising out or in connection with the Agreement or Agreements concluded in connection hereof, including disputes regarding the existence or validity of the Agreement, shall be settled by mediation arranged by the Danish Institute of Arbitration in accordance with the rules on mediation adopted by the Danish Institute of Arbitration and in force at the time when a request for mediation is submitted.
- 23.2 Mediation shall not affect the right of a Party to initiate arbitration proceedings in accordance with the provisions below or to take any other legal steps in relation to the dispute.
- 23.3 If the mediation proceedings are terminated without a settlement, the dispute shall be subject to arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 23.4 The Agreement and any disputes arising out of or in connection with the Agreement shall be governed by Danish law.

AGREEMENT:	
Subject:	
Change Order no.:	Date:
Description of the change:	
<p>Impact on the time for Delivery [tick off one of the following boxes]:</p> <p>No impact on the time for Delivery <input type="checkbox"/></p> <p>Impact on the time for Delivery <input type="checkbox"/></p> <p><i>[If ticked off, insert the new date for the time for Delivery and attach updated time schedule]</i></p>	
<p>Impact on Payment [tick off one of the following boxes]:</p> <p>No impact on Payment <input type="checkbox"/></p> <p>Impact on Payment* <input type="checkbox"/></p> <p><i>[If ticked off, insert the amount which the Payment is increased or decreased by incl. detailed cost breakdown (the amount shall be in accordance with unit prices stated in the Appendix for prices and payment if any)]</i></p> <p><i>*In case the Agreement consist of a schedule of payment an updated schedule shall be attached.</i></p>	
As agreed by the authorized representatives of the Parties:	
<p>_____</p> <p>Company (Customer)</p> <p>Name,</p> <p>Title</p>	<p>_____</p> <p>Company (Supplier)</p> <p>Name,</p> <p>Title</p>