

## MyBlueLabel Compliance Service A/S Standard Terms – Services

### 1. The Consultant's rights and duties

- 1.1 The Consultant will perform the contracted tasks under this Contract in accordance with 'Applicable Quote'.
- 1.2 The Consultant agrees to act loyally and solely attend to the Client's interests.
- 1.3 Within the framework of this Contract, the Consultant is free to sub-contract, design and plan the execution of his services, incl. working hours and place of work.
- 1.4 The formation of this Contract does not in any way restrict the Consultant's access to performing services for other clients/commissioning parties.
- 1.5 Upon conclusion of the task the Consultant undertakes to return – upon request from the Client - all materials handed over by the Client, and the Consultant will at the same time hand over all documentation, guidelines, etc. worked out by the Consultant as part of solving the task.

### 2. The Client's contribution

- 2.1 During the performance of the task the Client agrees to make human resources, documentation, hardware, software, charts, premises, etc. available to the Consultant with a view to ensuring the Consultant the optimum conditions for solving the task.
- 2.2 The Client agrees to assist the Consultant in providing any information about the Client's business, which the Consultant happens to require to solve the task, incl. information about the technical, economic and organisational conditions.
- 2.3 The Client will appoint contact person among the staff of the Client to act as main contact point for the Consultant. The appointed contact person must have the authority (procura) to enter into commitments on behalf of the Client in relation to the Consultant.

### 3. Reporting

- 3.1 The parties agree to hold a status meeting at agreed intervals. At these meeting the Consultant is to account for the status and progresses of assigned tasks, and the parties will then jointly discuss the implementation of any initiatives to be taken in the time up to the next meeting.

### 4. Payment Terms & Remuneration

- 4.1 The Consultant will be paid based on the Consultant's invoice.
- 4.2 If applicable, the Consultant will submit his invoice on monthly proportional instalments of the total Contract value as specified in applicable Quote.
- 4.3 Transport costs related to meetings are charged in accordance with Statens "Kørselstakster (høj takst)".
- 4.4 Travel, accommodation, and subsidy costs are charged according to actual expenses and outlays.

- 4.5 Payment does not include the Consultant's outlays or extraordinary expenses. For the purposes of this Contract, outlays mean inter alia:
- a. Expenses in connection with materials, tools, software, sub-suppliers, certification etc. – subject to prior approval by the Client.
- 4.6 The Consultant's fee does not cover any extra work resulting from the Client's extending the scope of the original task or changing its contents.
- 4.7 The Consultant's invoices falls due for payment seven (7) days from the date of the receiving Consultant's invoice.
- 4.8 Overdue amounts are to bear interest at the rate applicable to interest on debts and damages from time to time.
- 4.9 The Consultant's fees and claim for refund of outlays and extraordinary expenses will be stated excl. of VAT.
- 4.10 If payment is not made as specified, this is considered a material breach of contract, cf. Section 9, and the Consultant is entitled to cease work until payment has been effected.

## **5. Intellectual property rights**

- 5.1 The client receives the right to use and modify the delivered services from the Consultant. It is agreed that the Client is granted a non-exclusive, perpetual right to use and modify the delivered services. Thus, the Client's title does not prevent the Consultant from applying the know-how, methods and general knowledge, which he may have acquired during the performance of the task.
- 5.2 The Client is responsible for securing any intellectual property rights which may have to be secured as a result of the task.
- 5.3 In all respects, the Client is responsible and liable that the work, which the Client has requested the Consultant to perform, does not infringe any third-party rights.

## **6. Time schedules and deadlines**

- 6.1 The parties will work out the time schedule accordingly
- 6.2 The Consultant may demand an extension of the time schedule agreed if the following circumstances cause a delay in solving the task:
- a. If, during the performance of the task, the Client extends the scope of the task or changes its contents.
  - b. If, in contravention of Section 4, the Client fails to make human resources, documentation, software, charts, premises and information available to the Consultant during the performance of the task.
  - c. If any other advisors/consultants/suppliers do not supply their materials or provide their services within the contractual time limits thus preventing the Consultant from performing his/her tasks.
  - d. If the performance of the task depends on certain weather conditions and the Consultant due to abnormal weather conditions for the season has been prevented from performing his/her task.

- e. If the Consultant or other named persons, who are to perform the task, are affected by documental illness and consequently have been unable to work.
- f. If authorities fail to issue approvals, decisions or responses or supply materials or services within the time limits agreed.
- g. A public authority issues an order.
- h. Minimum a fortnight's extension of time for the purposes of holidaymaking, if the execution of the task stretches over a period which includes the month of July.
- i. In case of other events beyond the Consultant's control and which he did not foresee or ought to have foreseen.

## **7. Liability for transgression of time limits/deadlines, errors and omissions**

- 7.1 If the Consultant exceeds the time schedule for a task without having a claim for extension of the time, the Consultant will be held liable for the Client's loss in accordance with the general rules on delay of Danish law, subject to the limitations set out in 7.2 to 7.10 below which will also apply in case of delays caused by the Consultant.
- 7.2 The Consultant is not liable for transgression of time limits/deadlines or delays caused by the Client. If the Client exceeds his own time limits/deadlines, if any, without having a claim for extension of time, he will be held liable for the Consultant's loss in accordance with the general Danish law of damages.
- 7.3 Under the general Danish law of damages, the Consultant is liable for errors and omissions in connection with the performance of the task.
- 7.4 The Consultant is not liable for operating loss, loss of profits or any other indirect loss.
- 7.5 The Consultant's liability in damages cannot exceed Consultant's fee for performing the specific task, and this is irrespective of his/her being held liable for several individual claims. If the performance of the task is divided into phases, the Consultant's maximum liability in damages will be the fee for performing the specific phase of the task.
- 7.6 On request, the Consultant undertakes to take out the usual insurance for consultants' liability.
- 7.7 If the Consultant is liable for a loss jointly with other of the Client's contractors, the Consultant will only be liable for a proportionate part of the Client's loss, corresponding to the fraction of the total liability, which has been caused by the Consultant.
- 7.8 The Consultant's liability will cease one (1) year from the conclusion of the task to which the error or omission relates.
- 7.9 The Client must complain in writing to the Consultant without undue delay after the time when the Client becomes aware or should have become aware of the existence of a possible liability in damages. If the complaint is not put forward in due time, the Client will lose his right to hold the Consultant liable in damages. Due time is considered five working days after the Client has become aware of any omissions or delays caused by the Consultant).

## **8. Termination**

- 8.1 The Consultant may terminate this Contract with one (1) months' notice to the end of the month. Notice must be written. Email is accepted.

- 8.2 The Client may terminate the Contract with immediate effect. Notice must be written. Email is accepted.
- 8.3 Upon termination date, the Consultant is entitled to invoice all outstanding amounts and fees for work performed up to the termination date.

**9. Breach of contract**

- 9.1 Either of the parties may terminate the Contract without notice in case the other party commits a material breach.
- 9.2 If the Client terminates this Agreement, the Consultant may only claim payment for that part of the work, which has been performed before the date of terminating.
- 9.3 In case of termination, the Client has a claim for cover of his loss in accordance with the general Danish rules of law.
- 9.4 Termination is conditional upon the party wanting to claim breach of contract having communicated in writing to the other party, detailing the nature of the breach and stating that this Contract will be terminated unless the breach is remedied within ten days.

**10. Force majeure**

- 10.1 The following circumstances will exempt from liability if they occur after the formation of this Contract and prevent the performance of it: labour disputes or any other circumstances beyond the parties' control, such as fire, war, mobilisation or unforeseen military calling up, currency restrictions, riot or unrest, lack of means of transportation, general scarcity of goods, restrictions on motive power plus defects in or delay of supplies from suppliers or sub-suppliers caused by any of the above circumstances.
- 10.2 Either party is entitled to terminate this Contract by written notice to the other party if performance of this Contract becomes impossible within reasonable time due to one or more of the above circumstances.

**11. Confidentiality**

- 11.1 The parties are mutually obliged to keep secret all information not universally known as well as any material about the other party.
- 11.2 This duty of secrecy covers employees, sub-suppliers and all other external advisors contributing to the performance of the task.
- 11.3 This duty of secrecy also applies after completion of the task and after the expiry of this Contract.

**12. Assignment of rights and duties**

- 12.1 The parties may not without the other party's written consent assign its rights or duties under this Contract to any third party. Such consent may not be refused without factual cause.

**13. Amendments**

- 13.1 The Contract may only be amended subject to a written schedule duly signed by both parties.

**14. Law and venue**

- 14.1 This Contract is governed by Danish law.
- 14.2 In case of disagreement between the parties as to the performance of this Contract, the parties undertake to keep a conciliation meeting at eight days' notice where the parties' advisors, if any, will participate; the purpose of the meeting is to open negotiations with a view to solving the dispute.
- 14.3 If the conciliation meeting in 14.2 has been held without any Contract between the parties, either party is entitled to take legal action in accordance with 16.4 below.
- 14.4 Any disagreement or dispute between the parties as to the interpretation and scope of this Contract is to be settled by a Danish court in accordance with the general Danish rules of law.
- 15. Costs and expenses**
- 15.1 The parties bear their own costs and expenses in connection with the formation of this Contract.