

## Standard Tax Terms for Denmark – 15 November 2022

### 1. Contract Parties

(a) The engagement letter and any appendices, other than these Standard Tax Terms, ("Engagement Letter") issued by Deloitte Statsautoriseret Revisionspartnerselskab ("Deloitte") and addressed to the Client and these Standard Tax Terms (together the "Contract") **constitute** the whole agreement between the Client and/or Client Group and Deloitte in relation to the services and work product (including Advice as defined below) described in the Contract to be provided by Deloitte (the "Services") and Deloitte's responsibilities for providing the Services. Capitalized terms not defined in these Standard Tax Terms shall have the meaning given to them in the Engagement Letter.

(b) This Contract is between the Client and Deloitte. For the purposes of this Contract:

"Client" shall mean the entity specified in the Engagement Letter and shall include such of the Client's subsidiaries and/or Affiliates as are identified in the Engagement Letter and/or Work Order or, if none is identified, all the Client's subsidiaries and Affiliates (together with the Client, "Client Group") and references to the Client shall include the other members of the Client Group unless the context requires otherwise. The Client represents and warrants that it has the power and authority to (i) sign the Contract, and (ii) bind, itself and the members of the Client Group.

"Advice" shall mean all advice, opinions, reports and other work product in any form (including Deliverables) provided by or on behalf of Deloitte and/or its Subcontractors as part of the Services.

"Client Group" means the Client and its Affiliates from time to time.

"Affiliates" means in relation to the Client any company, partnership or other legal entity (other than a natural person) which from time to time directly or indirectly Controls, is Controlled by or is under common Control with, the Client, including a subsidiary or holding company of the Client.

"Control" means the beneficial ownership by any person (other than a natural person) of more than fifty per cent (50%) of the issued voting share capital, or the legal power to direct or cause the direction of the general management, of the company, partnership or other legal entity, and cognate expressions shall be construed accordingly.

"Deliverables" means any and all tangible work outputs of the Services to be delivered by Deloitte as part of the Services, including written returns, reports, documents and other materials.

(c) Deloitte may subcontract any Services under this Contract to any other Deloitte Entity and/or to any other third party (collectively "Subcontractor"). The Client's relationship is solely with Deloitte as the entity contracting to provide the Services. Each party is an independent contractor and neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner or representative.

(d) Deloitte remains responsible to the Client for all of the Services performed or to be performed under this Contract, including Services performed by its Subcontractors. Accordingly, to the fullest extent possible under applicable law (i) none of the Deloitte Entities (except Deloitte) will have any liability to the Client, (ii) the Client will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the Deloitte Entities (except Deloitte), and (iii) the Client will also ensure that no other member of the Client Group which is not a party to the Contract brings any claim or proceedings of any nature in any way in respect of or in connection with this Contract against any of the Deloitte Entities.

(e) "Deloitte Entities" means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its member firms and their respective subsidiaries and affiliates (including Deloitte), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors (including the Subcontractors) and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by DTTL.

### 2. Responsibilities of the Client and of Deloitte

#### (a) Responsibilities of the Client

(i) The Client shall cooperate with Deloitte and its Subcontractors in connection with the performance of the Services, including, without limitation, providing Deloitte and its

Subcontractors with reasonable facilities and timely access to data, information and personnel of the Client Group. The Client shall be responsible for the performance of its personnel and third parties retained by the Client, for the timeliness, accuracy and completeness of all data and information (including all financial information and statements) provided to Deloitte and its Subcontractors by or on behalf of the Client Group and for the implementation of any Advice provided as part of the Services. Deloitte and its Subcontractors may use and rely on information and data furnished by the Client or others without verification. The performance of the Services is dependent upon the timely performance of the Client's responsibilities under the Contract and timely decisions and approvals of the Client in connection with the Services. Deloitte and its Subcontractors shall be entitled to rely on all decisions and approvals of the Client.

(ii) The Client shall be solely responsible for, among other things: (A) making all management decisions and performing all management functions, (B) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services, (C) evaluating the adequacy and results of the Services, (D) accepting responsibility for implementing the results of the Services, and (E) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The provisions in the preceding sentence are not intended to and do not alter, modify or change in any manner the duties and obligations of Deloitte as agreed to and set forth in this Contract. With respect to the data and information provided by the Client to Deloitte or its Subcontractors for the performance of the Services, Deloitte is entitled to assume that the Client has all rights required to provide such data and information.

#### **(b) Responsibilities of Deloitte**

(i) The Services provided are not binding on tax or other governmental or regulatory authorities or the courts and do not constitute a representation, warranty or guarantee that the tax or other governmental or regulatory authorities or the courts will concur with any Advice. Any Services provided by or on behalf of Deloitte will be based upon the law, regulations, cases, rulings and other tax authority in effect at the time the specific Services are provided. Subsequent changes in or to the foregoing (for which Deloitte shall have no responsibility to advise the Client) may result in the Services provided by or on behalf of Deloitte being rendered invalid.

(ii) Except as specifically agreed to in writing, Deloitte shall not provide Advice regarding the

financial accounting treatment of any transaction implemented from the Services and will not assume any responsibility for any financial reporting with respect to the Services. Deloitte shall have no responsibility to address any legal matters or questions of law other than tax law in relation to the Services and/or as set out in the Engagement Letter.

(iii) In formulating any Advice as part of the Services, Deloitte may discuss ideas with the Client orally or show the Client drafts of such Advice. To the extent that the content of drafts or oral Advice are expected to be finalized and confirmed to the Client in writing, such confirmed Advice shall supersede any previous drafts or oral Advice. Deloitte shall not be responsible if the Client or others choose to rely on, act or refrain from acting on the basis of any drafts or oral Advice.

(iv) Deloitte will use its reasonable endeavours, acting in a commercially prudent manner, to carry out the Services in accordance with any timetable specified in the Contract. However, it is agreed that any dates specified in the Contract for the performance of any part of the Services, including delivery of any Advice, are estimated dates for planning purposes only. Deloitte will notify the Client promptly if it expects or encounters any significant delays which will materially affect achievement of any timetable for delivery of the Services.

(v) Unless expressly agreed otherwise in writing, each item of Advice will be deemed accepted (and the Services or relevant part completed) when such Advice has been delivered in its final form and no material objection to the Advice or its content is notified by the Client to Deloitte in writing within 14 days of delivery or when first use of the Advice is made by or on behalf of the Client Group, whichever occurs first.

### **3. Payment of invoices**

Deloitte's invoices are due and payable by the Client upon presentation. If payment of an invoice is not received within 14 days of the invoice date (the "Due Date"), Deloitte reserves the right to charge interest in accordance with the Danish Act on Interest on Overdue Payment. Without limiting its other rights or remedies, Deloitte shall have the right to suspend or terminate the Services entirely or in part if payment is not received within 14 days of the invoice date. The Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services, other than Deloitte's income and property taxes. If any portion of an invoice is disputed, the Client shall notify Deloitte within 10 days of receipt of

the disputed invoice and pay the undisputed portion of that invoice by the Due Date.

#### **4. Term**

(a) The Contract or any Work Order may be terminated by either party at any time, without cause, by giving written notice to the other party not less than 30 days before the effective date of termination.

(b) Either party may terminate the Contract or any Work Order by written notice to the other party on or at any time after the occurrence of any of the following events: (i) a material breach by the other party of an obligation under the Contract or Work Order and, if the breach is capable of remedy, the defaulting party failing to remedy the breach within 30 days of receipt of notice of such breach, (ii) the other party becoming insolvent, (iii) the other party having a resolution passed or a petition presented for its winding-up or dissolution (other than for the purpose of a solvent amalgamation or reconstruction), (iv) the making of an administration order in relation to the other party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party, (v) the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally, or (vi) any event analogous to those set out in (ii) to (v) in any relevant jurisdiction.

(c) Deloitte may terminate the Contract or any Work Order in whole or in part, with immediate effect upon written notice to the Client if Deloitte determines that (i) a governmental, regulatory, or professional entity or other entity having the force of law has introduced a new, or modified an existing law, rule, regulation, interpretation, or decision, the result of which would render Deloitte's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules or (ii) circumstances change (including, without limitation, changes in ownership of the Client or of its Affiliates so that Deloitte's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules.

(d) Upon termination of the Contract or any Work Order for any reason, the Client will compensate Deloitte in accordance with the terms of the Contract for the Services performed and expenses incurred up to the effective date of termination.

(e) Termination of any part of the Contract shall not affect the remainder of the Contract. These Standard Tax Terms shall continue to apply to

any Work Order in force that has not itself been terminated in accordance with the provisions of Paragraphs 4(a), (b) or (c).

#### **5. Ownership of Deloitte Property & Work Products**

(a) To the extent that any property (whether tangible or intangible) of any Deloitte Entity is used or developed in connection with the Contract, such property, including work papers, shall remain the property of the relevant Deloitte Entity. Subject to payment of all of Deloitte's fees due in connection with the Services and the Contract, the Client shall obtain a non-exclusive, non-transferable licence to use any Advice for the purpose set out in the Contract (or in the Advice) and in compliance with the provisions of the Contract. Deloitte shall have ownership (including, without limitation, copyright and other intellectual property ownership) of the Advice and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting its business, and the Client shall ensure that the Client Group does not assert or cause to be asserted against any Deloitte Entity any prohibition or restraint from so doing. Any intellectual property and other proprietary rights in the material and data provided by the Client Group for performing the Services shall remain the property of the Client Group.

(b) Deloitte and its Subcontractors, in connection with performing the Services, may develop or acquire general experience, skills, knowledge and ideas. Any Deloitte Entity may use and disclose such experience, skills, knowledge and ideas subject to the obligations of confidentiality set out in Paragraph 10.

(c) The Client shall also be entitled to have access to and use of those Deloitte Technologies supplied solely for the purposes of receiving the Services, and for no other purposes, in accordance with and subject to the provisions of the licences applicable to such Deloitte Technologies as notified by Deloitte and agreed by the Client (acting reasonably). As between the Client and Deloitte, and for the benefit of the respective Deloitte Entity owning the Deloitte Technologies, Deloitte and/or the respective Deloitte Entity will own and retain ownership of all intellectual property rights and other proprietary rights of any kind in the Deloitte Technologies that are used or developed in connection with the Contract.

(d) "Deloitte Technologies" means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes and technologies, including web-based technologies and algorithms owned by, licensed to or developed by any Deloitte Entity

and used by Deloitte and its Subcontractors in performing the Services or its other obligations.

## **6. Limitation on Damages**

(a) Deloitte shall not be liable to the Client Group for any claims, liabilities, losses, damages, costs or expenses arising under or in connection with the Contract ("Claims") for an aggregate amount in excess of three times the fees paid under the Contract by the Client to Deloitte for that part of the Services giving rise to the Claim, except to the extent it is finally determined to have resulted primarily from the fraud or intentional misconduct of Deloitte, any Deloitte Entity or any Subcontractor retained for providing the Services.

(b) In no event shall any Deloitte Entity (including Deloitte and its Subcontractors) be liable for any losses incurred as a result of loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Claims) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense arising under or in connection with the Contract.

(c) In circumstances where all or any portion of the provisions of this Paragraph 6 are finally determined to be unenforceable, the aggregate liability of Deloitte, any other Deloitte Entity (including Subcontractors) and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

(d) Deloitte's responsibility for the Services is solely towards the Client and not towards any other members of the Client Group. If more than one member of the Client Group is a party to the Contract, Deloitte's responsibility is solely towards the Client for whose benefit the Services were provided.

(e) The liability cap in Paragraph 6(a) applies in aggregate to each and all Claims, which from time to time arise under or in connection with the Contract and the Services, whether such Claims are made at the same or different times or by one or more members of the Client Group and/or other persons. The liability cap in Paragraph 6(a) also applies to any and all Claims against any other Deloitte Entities, including the Subcontractors, if and only to the extent that it is finally determined that any of them have any liability under or in connection with the Contract or the Services.

(f) If the liability exclusion for other Deloitte Entities provided in Paragraph 1(d) is for any reason not effective, then the limitations on liability provided for in this Paragraph 6 shall

apply to the other Deloitte Entities (including Subcontractors) as if they were named therein.

(g) The provisions of Paragraph 6 shall not apply to any liability which by the governing law of the Contract it is unlawful to limit or exclude.

## **7. Limitation on Warranties**

This is a services agreement. Deloitte warrants that it shall perform the Services in good faith and with due professional skill and care. To the fullest extent permitted by law Deloitte disclaims all other warranties, either express or implied.

## **8. Force Majeure**

Neither party shall be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

## **9. Limitation on Actions**

No action, regardless of form, relating to the Contract or the Services, may be brought by either party more than three years after the cause of action has accrued under applicable law.

## **10. Confidentiality**

(a) To the extent that, in connection with the Contract, Deloitte comes into possession of any tax or other information related to the Services, trade secrets or other proprietary information relating to the Client Group which is either designated by the disclosing party as confidential or is by its nature clearly confidential ("Confidential Information"), Deloitte shall not disclose such Confidential Information to any third party without the Client's consent. The Client hereby consents to Deloitte disclosing such Confidential Information (i) to contractors providing administrative, infrastructure and other support services to Deloitte as well as to any Deloitte Entity (including any Subcontractors) and their respective personnel, in any case, whether located within or outside of Denmark, provided that such contractors and Subcontractors adhere to confidentiality obligations similar to those in this Paragraph 10, (ii) to legal advisors, auditors, and insurers, and (iii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with potential or

actual mediation, arbitration or litigation. The obligation of confidentiality shall not apply to the extent such Confidential Information (A) is or becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of the default of Deloitte, (B) becomes available to any Deloitte Entity on a non-confidential basis from a source other than the Client Group which Deloitte reasonably believes is not prohibited from disclosing such Confidential Information to Deloitte by an obligation of confidentiality to the Client Group, (C) is known by any Deloitte Entity prior to its receipt from the Client Group without any obligation of confidentiality, or (D) is developed by any Deloitte Entity independently of the Confidential Information disclosed by the Client Group.

(b) The Client shall not disclose to any third party any Advice without the express written consent of Deloitte, except (i) disclosure may be made to the extent mandatory laws, applicable regulations, rules and professional obligations prohibit limitations on disclosure, (ii) if the Client or its affiliates have securities registered with the United States Securities and Exchange Commission and any Deloitte Entity is the auditor of the Client or any of its affiliates, in which case no restrictions or limitations are placed by Deloitte on the Client Group's disclosure of the tax treatment or tax structure associated with the tax Services or transactions described in the Contract and the Client acknowledges that none of its other advisers has imposed or will impose restrictions or limitations with such tax treatment or tax structure, (iii) to the extent the United States Internal Revenue Code and applicable Internal Revenue Service guidance relating to confidential tax shelters (or comparable law or guidance from other taxing authorities in other jurisdictions) apply, in which case there are no restrictions or limitations on the disclosure of the tax treatment or tax structure, (iv) to the extent legislation or regulations of any jurisdiction provide for the reporting to the tax authorities of certain tax arrangements or transactions, there shall be no restrictions or limitations on the disclosure of any such arrangements or transactions provided as part of the Advice, (v) the Client may disclose the Advice on a need to know basis to any Affiliate that is not a member of the Client Group identified as entitled to rely on the Advice for information purposes only, provided that the Client ensures and the recipient undertakes to keep such Advice confidential and not to bring any claim of any kind against any Deloitte Entity in relation to the Advice or the Services, and (vi) on a need to know basis to statutory auditors of the Client Group in their capacity as such.

(c) The Client shall use the Advice, solely for the purposes specified in the Contract or Advice and, without limitation, shall not, without the prior written consent of Deloitte, use any Advice, in connection with any business decisions of any third party or for advertisement purposes. All Services are intended only for the benefit of the members of the Client Group identified in the Contract or Advice as being entitled to rely on the Advice. The mere receipt of any Advice (or any information derived therefrom) by any other persons is not intended to create any duty of care, professional relationship or any present or future liability of any kind between those persons and Deloitte.

### **11. Assignment**

Neither party may assign or otherwise transfer the Contract without the prior express written consent of the other, except that Deloitte may assign any of its rights or obligations hereunder to any other Deloitte Entity and to any successor to its business. Neither party will directly or indirectly agree to assign or transfer to a third party any Claim against the other party arising out of the Contract.

### **12. Indemnification**

The Client shall indemnify and hold harmless Deloitte and any other Deloitte Entity from all third party Claims arising from any act or omission of the Client Group, or breach of any of the Client obligations under the Contract except to the extent finally determined to have resulted primarily from fraud or intentional misconduct of Deloitte, or any other Deloitte Entity. In circumstances where all or any portion of the provisions of this Paragraph are finally determined to be unavailable, the aggregate liability of Deloitte and all other Deloitte Entities (including their respective personnel) for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

### **13. Electronic Communications**

(a) Except as instructed otherwise in writing, Deloitte Entities and the Client Group are authorized to use properly addressed fax, email (including emails exchanged via internet media) and voicemail communication for both sensitive and non-sensitive documents and other communications concerning the Contract, as well as other means of communication used or accepted by the other. Deloitte Entities may also communicate electronically with tax and other authorities.

(b) It is recognized that the internet is inherently insecure and that data can become corrupted,

communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (contract, tort, including without limitation negligence, or otherwise) for any loss, damage or omission in any way arising from the use of the internet or from access by any Deloitte Entity personnel to networks, applications, electronic data or other systems of the Client Group.

#### **14. Other clients**

Nothing in the Contract will prevent or restrict any Deloitte Entity, including Deloitte, from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience or skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in Paragraph 10 even if those other clients' interests are in competition with the Client Group. Also, to the extent that Deloitte possesses information obtained under an obligation of confidentiality to another client or other third party, Deloitte is not obliged to disclose it to any member of the Client Group, or use it for the benefit of the Client Group, however relevant it may be to the Services.

#### **15. Destruction of Working Papers**

Deloitte may retain copies of documents and files provided by the Client Group in connection with the Services for the purposes of compliance with professional standards and internal retention policies. Any documents and files retained by Deloitte on completion of the Services (including documents legally belonging to the Client Group) may routinely be destroyed in accordance with the Deloitte Entities' policies applying from time to time.

#### **16. Marketing Material & Use of Name**

Neither the Deloitte Entities nor the Client Group shall use the other's trademarks, service marks, logos, and/or branding in external publicity material without such other party's prior written consent. However the Deloitte Entities may refer to the names of the Client Group and the performance of the Services in (i) marketing and publicity materials, as an indication of its experience, and (ii) its internal data systems.

#### **17. Spreadsheets, Models and Tools**

In the course of providing the Services, Deloitte may make reference to spreadsheets, models or

tools (together "Models") that the Client provides to Deloitte or requests Deloitte to rely upon ("Client Models") or that Deloitte otherwise uses in connection with the Services ("Deloitte Models"). All Models have limitations and may not produce valid results for all possible combinations of input data with the result that actual and potential errors are not detected. Unless otherwise expressly agreed in the Contract (i) Deloitte will not be responsible for reviewing, testing or detecting any errors in any Client Models, (ii) no Deloitte Model will be provided or treated as Advice, and (iii) where Deloitte provides any Deloitte Model by way of explanation or illustration of any Advice, Deloitte makes no representation, warranty or undertaking (express or implied) of any kind about the accuracy, suitability or adequacy of any such Deloitte Model for the Client's own needs.

#### **18. Disclosure Laws**

Deloitte may be obliged to notify relevant authorities of certain types of arrangements and of proposals to implement such arrangements. The decision to make such a notification, its timing and content, is a matter that Deloitte reserves entirely to its sole discretion. However, Deloitte may inform the Client if Deloitte proposes to make, or has made, any such notification that Deloitte believes may be relevant to the Services. Deloitte may also be obliged to notify those authorities of the participants in those arrangements. The Client may also have obligations under the same legislation to give notification of such arrangements. Where there are other current or future laws or regulations in any jurisdiction that require disclosure relevant to Deloitte's Services, Deloitte will also comply with those disclosure requirements. For the avoidance of doubt, nothing in this Contract restricts the Client from disclosing any Deliverables or other Advice to any relevant taxation authority and other Intermediaries (as defined in Council Directive (EU) 2018/822).

#### **19. Data Protection**

(a) In this Paragraph 19, "Data Protection Legislation" means the EU General Data Protection Regulation 2016/679 together with all other applicable legislation relating to privacy or data protection including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "personal data", "data subject", "controller", "processor" and "process" (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

(b) Each party shall comply with its obligations under Data Protection Legislation in respect of

personal data processed by it in connection with the Contract and the Services ("Personal Data").

(c) Generally, for most tax Services Deloitte is acting as a data controller. However, in certain circumstances, tax Services may also be performed by Deloitte acting as a data processor. In such circumstances, the [Engagement Letter]/[Work Order] shall identify the understanding of the parties that Deloitte carries out the particular tax Services as a data processor. When acting as a data controller, the provisions of Paragraphs 19(a) to (c) and Paragraph 19.1 shall apply. When acting as a data processor, the provisions of Paragraphs 19(a) to (c) and Paragraph 19.2 shall apply. Where Deloitte acts as a data processor, the [Engagement Letter]/[Work Order] shall set out the scope of the processing carried out by Deloitte in relation to the Services.

#### **If Deloitte Is Acting As Data Controller**

19.1 (a) Each of the Client and Deloitte shall be considered to be a controller in respect of Personal Data disclosed to Deloitte by or on behalf of the Client Group and processed in connection with the Contract and the Services and each of the Client and Deloitte shall comply with its obligations as a controller under the Data Protection Legislation in respect of Personal Data processed by it in connection with the Contract and the Services.

(b) In addition, the Client acknowledges that Deloitte may process Personal Data as a controller for the purpose of, or in connection with the Services and to comply with: (i) applicable legal, professional or regulatory requirements; (ii) requests and communications from competent authorities; and (iii) administrative, financial accounting, risk analysis and client relationship purposes.

(c) The Client shall (and shall procure that any member of the Client Group shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for it to disclose Personal Data to Deloitte for the purposes described in Paragraph 19.1(b) and the Contract.

(d) Deloitte shall process the Personal Data as reasonably required to provide the Services, meet its legal or regulatory obligations or for its other reasonable business purposes (including quality control and administration) and may disclose Personal Data to any third parties including its Subcontractors, regulators and any party based in any jurisdiction including a jurisdiction outside the EEA provided that such disclosure is reasonably required in connection with such purposes and is at all times in compliance with the Data Protection Legislation

that applies to Deloitte in its performance of the Services.

(e) In addition to the above paragraphs, the following provisions reflect the additional requirements of the Danish Act on Data Protection and other relevant special legislation, such as the Danish Public Accountants Act in respect to the processing personal data by Deloitte as a controller:

(i) Deloitte uses data processors as suppliers to store and process personal data received from the Client or its representatives or from other DTTL member firms or other sources. Furthermore, Deloitte discloses personal data to other DTTL member firms and other relevant third parties assisting with the provision of the Services or when this is necessary in order to attend to the Client's interests and/or to deliver the Services as agreed.

(ii) When the Client provides Deloitte with personal data on a third party, it is the responsibility of the Client to ensure that the Client is entitled to disclose such personal data to Deloitte.

(iii) At our website [www.deloitte.dk](http://www.deloitte.dk) Deloitte provides a privacy notice to individuals, with whom Deloitte has no direct contact, e.g. the Client's employees, customers and other relations. As a Client, you should refer your employees, customers and other relations to this privacy notice.

#### **If Deloitte Is Acting As Data Processor**

19.2 (a) Paragraph 19.1 is not applicable when Deloitte is a data processor on behalf of the Client, in which case the processing will be governed by a specific data processing agreement between the parties.

## **20. Anti-corruption**

Deloitte understands that the Client maybe subject to laws that prohibit bribery and/or providing anything of value to government officials with the intent to influence that person's actions in respect of the Client. Deloitte may be subject to similar laws and codes of professional conduct and has its own internal policies and procedures which prohibit illegal or unethical behaviours. In providing the Services, Deloitte undertakes not to offer, promise or give financial or other advantage to another person with the intention of inducing a person to perform improperly or to reward improper behaviour for the benefit of the Client, in each case, in violation of applicable law.

## **21. Export control and sanctions laws and restrictions**

(a) For the purpose of this Clause 21: (a) "Annexed Areas" means the areas included in EU's sanctions package in force at the time in question.; (b) "Export Control Laws" means all export control laws and regulations of United Nations, the United States, the European Union and/or its Member States, the United Kingdom and any other relevant jurisdiction; (c) "Product" means the services, deliverables, goods, software, and/or other material performed, delivered, procured, or made available under this Agreement; and (d) "Sanctions" means economic, trade or financial sanctions laid down, administered or enforced by under the laws of the United Nations, the United States, the European Union and/or its Member States, the United Kingdom or any other relevant jurisdiction.

(b) Each party shall comply with all present and future Sanctions and Export Control Laws applicable to such party or to the Products. Irrespective of anything set out in this Agreement, including the service descriptions: (a) Deloitte shall not be obligated and may refuse to perform, deliver, procure, or make available any Product in, to, or from any jurisdiction or legal person that will or may violate, or risk Deloitte becoming exposed to, any Sanctions or Export Control Laws; and (b) the Client shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Product to any jurisdiction or country to which, or any legal party to whom, the export, reexport, or release of any Product is prohibited by applicable Sanctions or Export Control Laws.

(c) The Client represents and warrants that neither the Client nor any of the Client's employees, officers, directors, affiliates, direct or indirect shareholders nor any other person or entity having a direct or indirect ownership or controlling interest in them or the Client, are or become (i) a person targeted by Sanctions, including, but not limited to, persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; or (ii) directly or indirectly owned or controlled by any such person (each a "Sanctioned Person"). Deloitte may terminate this Agreement with immediate effect in case of breach of the foregoing. The Client agrees, represents and warrants that it will notify Deloitte in writing immediately, and Deloitte may terminate this Agreement with immediate effect, if the Client or any of the Client's employees, officers, directors, affiliates, direct or indirect shareholders or any other person or entity having

a direct or indirect ownership or controlling interest in them or the Client, becomes or reasonably risks becoming a Sanctioned Person or if the Client or they become directly or indirectly owned or controlled by one or more Sanctioned Persons.

(d) Irrespective of anything set out in this Agreement, including the service descriptions, Deloitte shall not be obligated and may refuse to perform, deliver, procure, or make available any Product, and the Client shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Product: (a) in, from, or to Russia, Belarus, Crimea or other Annexed Areas; or (b) to, from, or for the benefit of: (i) any Sanctioned Person; (ii) any citizen of, any legal person established in, any legal person located in, or to any state or a government authority of Russia, Belarus, Crimea or other Annexed Areas (each a "Restricted Person"); or (iii) any legal person where a Restricted Person or Restriction Persons, directly or indirectly, owns more than 5% of share capital or voting rights.

## **22. Counterparts and Language**

The Contract may be signed in any number of counterparts (whether such counterparts are original or fax or in the form of a pdf attachment to an email). Each signed counterpart shall be deemed to be an original thereof, but all the counterparts shall together constitute one and the same instrument. Where there are versions of the Contract in the English language and another language, in the event of any discrepancies between versions, the English language version shall prevail.

## **23. Entire Agreement, Modification and Effectiveness**

Nothing discussed prior to execution of the Contract induced, nor forms part of, the Contract except to the extent repeated in the Contract. The Contract supersedes any previous agreement, understanding or communication, written or oral, relating to its subject matter. No variation to the Contract shall be effective unless it is documented in writing and signed by authorized representatives of both parties, provided, however, that the scope of the Services may be changed by agreement of the parties in writing, including by e-mail or fax. If Deloitte has already started work (e.g., by gathering information, project planning or giving initial advice) at the request of the Client then the Client agrees that the Contract is effective from the start of such work.

## **24. Survival and Interpretation and Third-Party Beneficiary**



(a) Any provisions of the Contract which either expressly or by their nature extend beyond the expiration or termination of the Contract shall survive such expiration or termination.

(b) If any provision of the Contract is found by a court of competent jurisdiction or other competent authorities to be unenforceable, in whole or in part, such provision or the affected part shall not affect the other provisions but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. Each of the provisions of the Contract or any Work Order shall apply to the fullest extent of the law, whether in contract, statute, tort (including without limitation negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.

(c) Deloitte Entities are intended third-party beneficiaries of the Contract. Each such Deloitte Entity may in its own right enforce such terms, agreements and undertakings.

## **25. Governing Law and Submission to Jurisdiction**

This Contract, and all matters relating to it, (including non contractual obligations) shall be governed by, and construed in accordance with, the laws of Denmark (without giving effect to the choice of law principles thereof). Any action or proceeding arising out of or relating to this Contract or the Services shall be brought and maintained exclusively in Denmark. Subject to Paragraph 25, the parties hereby expressly and irrevocably (i) submit to the exclusive jurisdiction of such courts for the purposes of any such action or proceeding and (ii) waive, to the fullest extent permitted by law, any defence of inconvenient forum to the venue and maintenance of such action in any such courts. Nothing in this Paragraph will prevent either party, at any time before or after the dispute resolution procedures are invoked, from commencing legal proceedings to protect any intellectual property rights, trade secrets or confidential information or to preserve any legal right or remedy.

## **26. Dispute Resolution**

The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with the Contract promptly through negotiations between senior management. If the matter is not resolved through negotiation, then either party may request that a good faith attempt is made to resolve the dispute or claim by participating in Danish mediation. A request for commencement of mediation may be made by either party to the Danish Mediation Institute ("Mediationsinstituttet"), Vesterbrogade 32, DK-

1620 Copenhagen V, Denmark. The mediation shall be conducted in accordance with the Rules on the handling of disputes before the Danish Mediation Institute ("Regler for behandling af sager ved Mediationsinstituttet"). If the dispute or claim has not been resolved within 60 days of a request being made for reference to Danish mediation, then legal proceedings under exclusive Danish jurisdiction may be commenced in respect of the matter. Nothing in this Paragraph will prevent either party, at any time before or after the dispute resolution procedures are invoked, from commencing legal proceedings to protect any intellectual property rights, trade secrets or confidential information or to preserve any legal right or remedy.