

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1. Contractual basis

- 1.1. These General Terms and Conditions for the Purchase of Services apply to agreements on the purchase of services entered into between a company in the Norlys group ("Norlys") and a supplier ("the Supplier"), unless otherwise stated in writing.
- 1.2. The Supplier's and Norlys' rights and obligations are laid down in the following contractual basis:

A Framework Agreement/Contract (the "Agreement") with appendices, as well as these General Terms and Conditions for the Purchase of Services ("Purchasing Conditions"), which form an integral part of the Agreement.
- 1.3. In case of discrepancies between the individual conditions of the Agreement and the Purchasing Conditions, the individual conditions in the Agreement shall prevail. Changes to the Purchasing Conditions, including additions and deviations will appear in the Agreement, if any.
- 1.4. The Supplier accepts upon entering into the Agreement that the Agreement in all respects replaces the Supplier's terms and conditions of sale and delivery as well as any reference thereto, order confirmations or the like, and these are invalid in connection with this Agreement.
- 1.5. Unless otherwise expressly agreed in writing between Norlys and the Supplier, any provision laid down in a purchase order or order confirmation which, following conclusion of the Agreement, pretends to supplement or change the Purchasing Conditions will be invalid and non-applicable.

2. Definitions

- 2.1. In these Purchasing Conditions, the Supplier and Norlys are collectively referred to as the 'Parties' and individually as 'Party'.
- 2.2. The services to be provided under the Agreement are referred to as the "Services".
- 2.3. "Written" means documents signed by the Parties, letters, emails and other such communications as the Parties may agree.
- 2.4. The persons at the Supplier who perform and provide the Services are referred to as "Employees".

3. Performance and quality of the Services

- 3.1. Unless the Parties otherwise agree, the Services will be provided at the specified Norlys address.
- 3.2. The Supplier shall on a normal basis perform the Services within normal working hours, i.e. Monday to Friday between 08:00 and 17:00, except public holidays, 24th December, 31st December and Grundlovsdag (Constitution Day). In special cases, for example in connection with extensive testing, commissioning and the like, there may be a need to work outside these hours. The Parties are free to agree on the performance of Services outside normal working hours, without this being characterised as overtime.

- 3.3. The Supplier will organise the Supplier's own work based on Norlys' further instructions on the content and performance of the Services as described in the Agreement and/or any SOW.
- 3.4. The Supplier is responsible for all salary and employment obligations for the Suppliers' Employees.
- 3.5. The Supplier is responsible for ensuring that the Supplier's Employees have a good professional standard at any given time and are qualified to deliver the agreed Services, including that the Employees have all necessary and relevant certifications for provision of the agreed Services. All Services provided must comply with the regulation/legislation applicable to the Services in question at any given time. The Supplier must also ensure that sufficient and necessary resources are available to provide the agreed Services throughout the term of the Agreement.
- 3.6. The Supplier must ensure that the agreed Services are provided, without further payment, including full documentation of the work performed in accordance with generally accepted practice and use in the industry as well as any additional requirements specified in the Agreement and/or any SOW.
- 3.7. The Supplier's services are not considered fully delivered until Norlys has confirmed this in writing.
- 3.8. The Supplier warrants to Norlys that the Supplier's Employees have nothing in their criminal record that makes them unfit to provide the agreed Services.
- 3.9. The Supplier and the Supplier's Employees must comply with the following provisions set out by Norlys and in force at any given time: (i) policies and instructions, including IT and security policies, (ii) Norlys' requirements and guidelines for security conditions, methods, tools, standards and working environment and (iii) Norlys' internal rules for, for example, access control, insider knowledge, internal monitoring etc., as they apply to Norlys' other employees at any given time. Norlys must continuously keep the Supplier up to date on the rules in accordance with this clause.

4. Conflicts of interest

- 4.1. The Supplier warrants that no conflict of interest will arise as a result of the Supplier's provision of Services under the Agreement. A conflict of interest means, for example, that doubts may arise about the independence and loyalty of the Supplier or its Employees in connection with the Supplier's provision of Services under the Agreement.
- 4.2. In connection with the delivery of their Services, the Supplier and its affiliated companies may, without being obliged to inform Norlys thereof, provide advisory services to or deliver services to other customers whose interests may be contrary to those of Norlys, provided that no conflict of interest arises for the Supplier in this connection regarding the Services to be provided to Norlys.
- 4.3. Furthermore, the Supplier must not use Employees where reasonable doubt can be raised about their ability fully to safeguard Norlys' interests. The Supplier is obliged to make Norlys aware of any risk of conflicts of interest on the part of the Supplier and/or its Employees.

4.4. At Norlys' request, the Supplier must document the Supplier's compliance with this clause, for example by informing Norlys about the Supplier's internal procedures to ensure this, or by issuing a declaration of impartiality on behalf of the Supplier and its affiliated companies, if any.

4.5. The Supplier may refuse to provide one or more stipulated Services on the grounds of the risk of a conflict of interest. On the same grounds, Norlys may refuse to let the Supplier provide one or more Services.

5. Fee

5.1. The fees for the Supplier's Services are stated in Appendix B - Prices and services and, if relevant, in Appendix C - Statement of work - SOW - template.

5.2. If a fixed price has been agreed, the Supplier will not be entitled to any further payment.

5.3. To the extent that the Supplier has provided an estimate for the assignment in terms of hours of work and there is a risk that this estimate will be exceeded by more than 5 (five) per cent, the Supplier must notify Norlys thereof immediately and without undue delay, stating the reason for the overrun. At the same time, the Supplier must request Norlys' acceptance of the Supplier's continuation of the work.

5.4. If a Timebox is agreed, this means that the estimated work performance is regarded as the maximum number of hours that can be charged until the assignment has been completed. Therefore, no fee can be charged for any hours in excess thereof.

5.5. The Supplier is not entitled to reimbursement of expenses in connection with driving and transport as well as other travel and accommodation that may be necessary in connection with the provision of the Services, unless this has been agreed between the Parties

6. Invoicing

6.1. All invoices are issued to the company in the Norlys Group from which the order has been placed. All invoices must be submitted electronically via EAN/GLN in the OIOUBL format. The relevant company name and EAN/GLN-number, as well as any purchase order number, are provided in connection with the placing of the order. Foreign suppliers within the EU must submit invoices electronically via PEPPOL. Invoices sent by post or email are not accepted.

6.2. All invoices must state the name of the company to which the invoice is issued and initials of the employee who ordered the Services.

It is important that the procurement order number is stated in the field "OrderReference", and the employee's initials is stated in the field "ID" or "Name". Please note that the website Virk.dk cannot be used in this connection, as Norlys is not a public company. Alternatively, the website Sproom.net can be used.

6.3. The invoice must also contain the following information:

- The Supplier's CVR number., company name, address and contact details
- Name of contact
- The Supplier's bank details (bank name, account, registration number as well as IBAN and SWIFT code)
- Description of the Services
- Invoice amount with a statement of price per unit exclusive of VAT, currency
- Invoice number
- Invoice date
- Terms of payment and/or payment date
- Delivery date

6.4. Payments are made in DKK or EUR, unless otherwise stated in the Agreement.

6.5. If an invoice does not meet the above invoice requirements, Norlys will be entitled to reject the invoice.

6.6. Norlys will not pay any fee or other costs, including the Supplier's administrative expenses, associated with invoicing, including E-invoicing.

7. Payment

7.1. The terms of payment are invoice month plus sixty (60) calendar days net from Norlys' receipt of an acceptable invoice. The invoice date must not precede the date of receipt of the Products by Norlys.

7.2. In the event of disagreement about the payment following a payment request, the Supplier must, at Norlys' request, issue a credit note for the disputed amount, after which Norlys will pay the undisputed part of the amount that the payment request concerns.

7.3. Norlys has a right to set off, if Norlys' claim stems from the Agreement including the Suppliers payment of an agreed penalty, if any.

7.4. If the withholding of a payment is not lawful (if Norlys does not have a right to withhold the payment and/or set-off a part or the whole payment), Norlys must pay interest in accordance with the interest rate of the Danish Interest on Overdue Payments Act (*Renteloven*).

8. Purchase commitment

8.1. Norlys is in no way obliged to purchase Services from the Supplier under a framework agreement, unless Norlys has sent a written purchase order for the Services which has been confirmed by the Supplier.

9. Purchase order, order confirmation

9.1. The Supplier's contact information to be used when sending purchase orders shall be agreed upon in writing.

9.2. Purchase orders can be placed directly from Norlys and/or from a third party appointed by Norlys ((by third parties means a company in the Norlys Group with Norlys a.m.b.a as the ultimate parent company). During the agreement period, it will be possible to order and thus invoice from and to the CVR. No. which is covered by the Agreement.

9.3. The Supplier shall no later than two (2) calendar days after receipt of a purchase order confirm the purchase order via e-mail to Norlys to the e-mail listed in the purchase order.

9.4. The written order confirmation shall as a minimum include the following information: Norlys' order number, number of services ordered, price per service, delivery date and delivery address.

10. Compliance with SCoC

10.1. The Supplier must comply with Norlys' Supplier Code of Conduct, which is attached to the Agreement as an appendix.

11. Specifications

11.1. The Supplier is obliged to provide Services that are in accordance with generally accepted practice in the industry and that meet the specifications agreed by the Parties, including delivery time.

11.2. Norlys shall be notified in advance of any changes of these specifications, which shall be approved by Norlys in writing.

12. Breach of contract on the part of the Supplier

- 12.1. It is regarded as breach of the Agreement by the Supplier if the Supplier provides a Service of a different quality than the agreed, makes late delivery and/or if the Services are otherwise defective.
- 12.2. Furthermore, it is deemed that the Supplier is in breach of contract if it transpires after the Agreement has been concluded with Norlys that the Supplier will not be capable of complying with the agreement and delivering on time and/or delivering deficient Services.
- 12.3. If the Supplier has not remedied the defects and/or deficiencies within reasonable time, taking into account the nature of the defect and/or deficiency, or a deadline agreed between the Parties, is Norlys entitled to, after its own discretion, to; i) demand a proportionate reduction in the price corresponding to the defect and/or deficiency; ii) let a third-party remedy the defect and/or deficiency on the Suppliers expense; iii) claim an agreed penalty, if this is settled in between the Parties in the Agreement. Notwithstanding the above, any defects and/or deficiencies must be remedied no later than forty-five (45) calendar days after Norlys has notified the Supplier of the defect and/or deficiencies. Remediation is on the Suppliers expense.
- 12.4. If an agreed penalty or other special sanction provisions have been laid down, other compensation claims for delay cannot be raised by Norlys.
- 12.5. The Supplier shall in case of late delivery present a contingency plan to resolve the problem within five (5) calendar days of the originally agreed delivery date.
- 12.6. If the Supplier is adjudicated bankrupt, enters into a compulsory composition, applies for suspension of payments or the like, this will be regarded as breach of the Agreement and the Agreement may be cancelled.
- 13. General limitation of liability**
- 13.1. Unless otherwise stated under Special Conditions in the Agreement, a Party will be fully liable in accordance with the provisions in this section.
- 13.2. The Supplier must indemnify Norlys for any loss or claims from third parties and / or for any claim brought against or loss incurred by Norlys that arises out of or in connection with the performance of the Agreement.
- 13.3. Neither Party is liable for the other Party's operating losses, loss of profit, loss of production, loss of turnover, loss of goodwill or other indirect losses as well as consequential damages that may arise under or in connection with the Agreement.
- 13.4. Limitations of liability mentioned in the provisions in this clause will not apply if a Party has incurred a loss resulting from the other Party's gross negligence or intentional conduct.
- 14. Termination of the Agreement**
- Norlys' termination*
- 14.1. Norlys may terminate the Agreement with immediate effect, in case of the Suppliers fundamental breach.
- 14.2. Norlys is entitled to limit such termination to the part of the Agreement to which the breach can be attributed.
- 14.3. The following non-cumulative cases are i.a. considered as fundamental breach:
- Persistent failure to meet the agreed delivery time for several orders and/or SOWs;
 - The agreed penalty in the Agreement has reached its maximum and the Supplier does not comply with section 12.5 and/or the agreed according to section 12.5
 - Persistent non-fulfilment of the Agreement and/or SOW.
 - Gross errors or omissions in connection with the Supplier's performance of quality management as well as gross or persistent violations of safety procedures and statutory provisions in relation to the working environment;
- e) Breach of fundamental obligations under the Agreement and/or SOW in general, if this causes Norlys such serious inconvenience that the Supplier cannot reasonably demand that the Agreement be maintained;
- The above listing is not exhaustive.
- 14.4. In addition, Norlys is entitled to terminate the Agreement in the following other cases:
- The Supplier ceases the business activity that the Agreement concerns or if other circumstances occur that seriously jeopardises the proper performance of the Agreement.
 - Non-compliance with the requirements for insurance.
- 14.5. Norlys may terminate the Agreement in the event of the Supplier's bankruptcy, with the restrictions that follow from the Danish Bankruptcy Act (*Konkursloven*).
- 14.6. Norlys may terminate the Agreement immediately if reorganisation proceedings are initiated for the Supplier or the Supplier's financial circumstances otherwise turn out to be in such a state that the Supplier must be assumed to be unable to perform the Agreement. However, the right to terminate the Agreement is subject to the condition that the Supplier has not provided adequate security for the performance of the Agreement – or fails to provide such security immediately on Norly's request.
- 14.7. If the Supplier is a public or private limited company, Norlys may terminate the Agreement if this is required to be dissolved by the Danish Business Authority. This provision does not apply if the Supplier, within ten (10) calendar days from the appearance of a demand from Norlys, documents that the conditions for the company's dissolution are not present, or if the Supplier provides complete security for the fulfillment of the Agreement.
- 14.8. Upon Norlys' termination of the Agreement, the Supplier must pay compensation in accordance with the general rules of Danish law for compensation, including reimbursing the documented expenses that Norlys has incurred by terminating the Agreement prematurely.
- 14.9. Upon Norly's termination of the Agreement, the Supplier will reimburse any payment received for Services not yet delivered, and Norlys will pay for any Services received but not yet paid. The Parties shall, as far as possible, return assets made available in connection with the Agreement upon termination thereof.
- The Suppliers termination*
- 14.10. In the event of Norlys' fundamental breach of its agreed obligations, the Supplier is entitled to suspend work and cancel the Agreement – after the Supplier's submission of a written demand to remedy the breach at 14 calendar days' notice if Norlys is in fundamental breach of its obligations under the Agreement.
- 14.11. If the Agreement is terminated by the Supplier due to Norlys' fundamental breach of its agreed obligations, the Supplier is entitled to compensation in accordance with the general rules of Danish law for compensation.

Joint rules for termination

- 14.12. The Supplier acknowledges that Norlys has a significant interest in a cancellation of the Agreement causing as little inconvenience as possible and will loyally strive to minimize such inconvenience.
- 14.13. The Supplier must contribute positively to ensuring a transfer of the Agreement to Norlys, or a new supplier as designated by Norlys, in connection with cancellation of the Agreement.
- 14.14. Both parties must contribute to ensuring that the transfer and all processes and measures connected with this take place in a good spirit, in good cooperation and with a view to adjusting the actual transfer, so that the provision of Services is done as agreed without undue difficulty and without interruption until Norlys or a new supplier, depending on the circumstances, can take over the performance thereof.
- 14.15. If, on termination of the Agreement, the Supplier does not provide Services comply with this provision, Norlys is entitled to obtain the agreed Services at the Supplier's expense. Norlys will subsequently bring a claim for payment against the Supplier, including by set-off in accordance with the general rules of Danish law.

15. Force majeure

- 15.1. The Parties are individually exempt from liability for non-performance or delayed performance of agreements with the other Party caused by force majeure.
- 15.2. In these Purchase Conditions, force majeure means a highly extraordinary obstacle that is beyond Norlys' or the Supplier's control and which Norlys or the Supplier should not have taken into account on conclusion of the Agreement between the Parties and which the Party cannot overcome by reasonable means, such as war, riot, terrorism, pandemic, breakdown of production facilities, decisions by authorities, legal strikes or lockouts. The Party affected by force majeure must notify the other Party within five (5) calendar days of the event and provide the relevant documentation within fifteen (15) calendar days at the latest to prove the circumstances and the direct connection between force majeure and the non-performance of the Party's obligations.
- 15.3. If non-defective or punctual delivery is temporarily rendered impossible as a result of force majeure, delivery will be postponed by the period corresponding to the duration of the obstacle.
- 15.4. If the obstacle to delivery is expected to last more than two (3) calendar weeks, Norlys will be entitled to terminate the Agreement. The Supplier must inform Norlys of the expected duration of the obstacle to delivery without delay.

16. Insurance

- 16.1. During the period in which the business relationship between Norlys and the Supplier exists, and for a subsequent period of five (5) years, the Supplier must maintain valid general liability and product liability insurance and/or professional adviser liability insurance, with an annual minimum cover as specified in the Agreement.

The insurance must be taken out with a recognised insurance company.

The Supplier must notify Norlys if the insurance is terminated or if there are significant changes to the terms and conditions of the insurance.

The Supplier's liability is not limited to the sum insured.

- 16.2. Materials – including drawings, machines etc. – made available by or purchased at Norlys' expense must be covered by the Supplier's usual insurance policies for movable property against fire, water damage, burglary, vandalism etc. Where

relevant, copies of insurance policies will be attached to the Agreement as an appendix

- 16.3. To the extent that the Supplier's normal insurance policies do not cover such equipment etc., the Supplier is obliged to take out additional insurance and to document to Norlys at any and all times that the equipment is properly insured throughout the terms of the Agreement.
- 16.4. When using a subcontractor, the Supplier must ensure that the subcontractor is covered by the Contractor's business liability insurance, or that the subcontractor has an independent business liability insurance with a corresponding covering.
- 16.5. The Supplier will ensure that all Services provided under this Agreement are covered by the Supplier's general liability insurance and product liability insurance and/or professional adviser liability insurance.
- 16.6. At Norlys' request, the Supplier must document the validity of the insurance policies. This can be done by a valid certificate for the insurances or by a copy of the insurance policy.

17. Confidentiality

- 17.1. The Supplier and Norlys acknowledge that, in connection with the Agreement, the Parties may come into possession of confidential information relating to the other Party. Such confidential information may include, but is not limited to, business secrets, know-how, invention techniques, programs, forms, software source documents, data, customer lists, accounting information, sales and marketing plans. Both Parties must keep such confidential information secret at any and all times and must not use it for other purposes than those expressly permitted by the other Party. Nor are the Parties allowed to disclose such confidential information to third parties without the other Party's written consent. Disclosure within the Norlys Group (between companies with Norlys a.m.b.a., CVR no. 26382645, as ultimate parent company) is not regarded as disclosure to third parties. The Parties further accept to immediately return (or, in the case of written confidential information, to destroy) all confidential information (including copies thereof) of which a Party is in possession or controls if one of the Parties so requests.
- 17.2. This duty of confidentiality does not apply to information that (a) is publicly available, unless such public availability is due to the receiving Party's breach of the Agreement, (b) was already in the receiving Party's possession prior to such disclosure, or (c) is received, after such disclosure, by the receiving Party on a non-confidential basis from third parties who are entitled to disclose such information to the receiving Party.
- 17.3. The Parties are not entitled to use or disclose any information to third parties without the other Party's written approval.
- 17.4. The duty of confidentiality will remain in force also after termination of the Agreement, regardless of the reason for such termination, unless otherwise stated in a Non-Disclosure Agreement (NDA) entered into between the Parties.

18. Norlys' IP Rights

- 18.1. Norlys' IP Rights means patented and non-patented inventions, trademarks, trade secrets, etc. The Supplier may only use Norlys' IP Rights to the extent that this is necessary for being able to deliver the Services.

19. Processing of personal data

- 19.1. To the extent that the Supplier is to process personal data on Norlys' behalf, a standard data processing agreement must be entered into.
- 19.2. It may be necessary for Norlys to process personal data from the Supplier including contact information on the Suppliers employees, for the purpose of and in accordance with administration and performance of the Agreement. Norlys'

processing of personal data is in compliance with applicable legislation in this area.

20. Assignment

- 20.1. The Parties are not entitled to assign any rights or obligations under the Agreement to a third party without the other Party's written consent. Such consent must not be refused or withheld without reasonable grounds.
- 20.2. Notwithstanding the above, Norlys is entitled to assign all or any rights and obligations according to the Agreement, to affiliated companies (any company with Norlys a.m.b.a., CVR no. 26382645 as the ultimate parent company).

21. Choice of law and jurisdiction

- 21.1. This Agreement and any dispute between the Parties that may arise out of or in connection with the Agreement shall be governed by Danish law. United Nations Convention on Contracts for the International Sales of Goods (CISG) does not apply on the Agreement.
- 21.2. Within sixty (60) calendar days after the time where a Party has requested settlement, the Parties shall meet to discuss and settle any dispute amicably between the Parties.
- 21.3. If the Parties fail to reach an agreement or the deadline in clause 21.2 has exceeded, the dispute shall be finally settled by the courts with Aarhus City Court as the court of first instance for settlement.

22. Partial unenforceability

- 22.1. If any provision of the Agreement or its application is declared or deemed to be wholly or partly unlawful, invalid or unenforceable under the law, regardless of the reason for this, the Parties must amend the Agreement in as far as possible to emphasise the underlying purpose thereof. Such change shall not affect the validity of the remaining provisions of the Agreement, which shall continue to be fully lawful, valid, and enforceable.

23. Surviving clauses

- 23.1. A part of the Parties' obligations according to the Agreement will, by their nature, continue beyond the termination of the Agreement notwithstanding the reason. The following clauses shall survive and continue to be in effect after the termination of the Agreement; limitation of liability, indemnification, any warranty clauses out of the Agreement period and any agreed security bonds, confidentiality and intellectual property rights.