

## A-LEAF A/S' General Terms & Conditions for Services

These general terms and conditions are A-LEAF's General Terms and Conditions for Services and shall apply to all projects where A-LEAF provides resources/services to a Customer. A-LEAF's General Terms and Conditions shall be considered as an appendix to any Agreement concluded by A-LEAF and a Customer, and these General Terms and Conditions shall be an integral part of such Agreement.

In the event of any inconsistency between an Agreement and these General Terms and Conditions, the two shall be construed consistently, if possible, and otherwise, the terms of the Agreement shall prevail.

### 1 Definitions

#### 1.1

Agreement: Shall mean an agreement entered into by and between A-LEAF and a Customer or, as the case may be, A-LEAF's quotation or order confirmation, relating to a project, together with any appendices thereto, including these General Terms and Conditions.

#### 1.2

Confidential Information: Shall mean any and all information and documents relating to a party's business that is or may be deemed to constitute business- or trade secrets or information that otherwise are subject to confidentiality under applicable law. Information or documents which a party declares to be confidential shall always be deemed to be confidential. The same applies to information or documents that are the subject of a separate Non Disclosure Agreement/Confidentiality Agreement concluded by the parties.

#### 1.3

Customer: Shall mean the entity with which A-LEAF has entered into an Agreement with and, as the case may be, any subsidiaries of the Customer that are subject to the Agreement, including any directors, consultants or employees of the before mentioned companies.

#### 1.4

A-LEAF: Shall mean A-LEAF together with its subsidiaries or an A-LEAF group company/affiliate, including any of the before mentioned companies' directors, consultants and employees. An affiliate company means, in relation to any legal entity, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

#### 1.5

party or parties: Refers to A-LEAF or the Customer or both together.

#### 1.6

The Service(s): Shall mean the scope of services provided by A-LEAF to the Customer in relation to a project as further defined in the specific Agreement entered into by and between the parties.

#### 1.7

Third Party Product: Shall mean any hardware, software, service or other facility or product that is owned, developed, sold or otherwise distributed by any third party other than A-LEAF.

### 2 Scope and performance of the Services

#### 2.1

The parties shall for each assignment/project prepare a written Agreement or, as the case may be, a quotation or order confirmation from A-LEAF (the Agreement as defined above), that shall specify A-LEAF's Services and the Customer's obligations as well as it shall contain the agreed prices and any other terms relevant for the Services.

#### 2.2

A-LEAF shall perform the Services within the agreed scope set out in the Agreement, and shall:

- cooperate in good faith with the Customer in all matters relating to the Agreement and the relevant project;
- comply with all reasonable instructions given orally or issued in writing by the Customer and subsequently confirmed in writing from time to time; and
- ensure that a sufficient number of personnel are assigned to perform the Services at the agreed time, or within the agreed time period, and in accordance with the Agreement.

#### 2.3

A-LEAF shall make available appropriate qualified and skilled

employees/consultants and perform the Services in a professional manner, and in accordance with good practice within the agreed professionalism and experience.

#### 2.4

Unless otherwise agreed, A-LEAF may engage external consultants for the performance of the Services. A-LEAF shall be liable for such consultants' work as for A-LEAF's own work, subject to the terms set out in these General Terms and Conditions, including section 3.4 below.

### 3 Scope and performance of the Customer's obligations

#### 3.1

The Customer shall perform its obligations within the agreed scope as set out in the Agreement and to the extent necessary for A-LEAF to be able to perform the Services as agreed. The Customer shall:

- cooperate in good faith with A-LEAF in all matters relating to the Agreement and the project in question;
- provide sufficient direction and instruction of the Services to be performed under the Agreement, including in relation to the overall organisation of the Services and the timely performance hereof;
- provide A-LEAF with all necessary information and documentation;
- procure and provide all necessary material or equipment, as well as give A-LEAF access to premises, machinery and facilities (including data communication) at the Customer's site;
- obtain any necessary licenses, permits and approvals for the project under the Agreement;
- inform A-LEAF of all relevant and applicable health and safety rules and regulations and any other reasonable safety requirements applicable to any of the premises; and
- carry out any other measures as may be agreed.

#### 3.2

The Customer shall perform its obligations with appropriate qualified and skilled employees, in a professional manner, and in accordance with good practice within the agreed professionalism and experience.

#### 3.3

The Customer is responsible for the accuracy and completeness of its obligations including for any information or documentation provided by the Customer or by any other party for which the Customer is responsible.

#### 3.4

As (and to the extent that) the Agreement involves the secondment/assignment of employees/consultants from A-LEAF to the Customer, it is hereby explicitly stipulated that the Customer is responsible for the work performed by such personnel while being under the Customer's instruction. By signing the Agreement, the Customer thereby accepts that all work performed by such personnel under the Agreement is covered by the Customer's insurance and will be subject to the Customer's powers of direction and the provisions set out in the Danish law DL 3-19-2. In this respect, the Customer likewise accepts the allocation and limitation of liability set out in section 13 below.

#### 3.5

The Customer is responsible for any handling and processing of personal data being in compliance with applicable laws and regulations and for A-LEAF receiving appropriate instructions with regard to security measures related to personal data protection. A-LEAF shall comply with such laws and directives regarding processing

of personal data and security measures.

### 3.6

A-LEAF shall comply with all reasonable safety procedures in use by the Customer. If the Customer's requirements in this respect in any way hinder, delay or in any other way prevent or obstruct A-LEAF's proper and timely execution of the Services, the Supplier shall, in addition to other remedies available under applicable law, be entitled to compensation for any and all costs incurred by A-LEAF as a result hereof and a reasonable extension of time for the completion of the Services.

## 4 Changes to the Services

### 4.1

If either party deems it necessary to change the scope of the Services, it shall notify the other party without undue delay. The notification shall include the reason and the nature of the change.

### 4.2

Any changes to the Services shall be agreed between the parties to the Agreement and shall be made in writing in order to be valid.

### 4.3

Upon agreed changes to the Services, A-LEAF shall be entitled to compensation for any extra work performed by A-LEAF as a consequence of the change as well as compensation for extra costs and expenses incurred. Unless otherwise agreed, such additional work shall be performed on a current account basis and subject to the prices applied by A-LEAF at the time of the change of the Services.

## 5 Organization and collaboration

### 5.1

The parties shall co-operate and consult with each other during the performance of the Services. Each party shall appoint a contact person who shall be responsible for the co-operation and be competent to make decisions within the scope of the Agreement. Each party shall provide answers to questions without undue delay.

### 5.2

Each of the parties shall be considered employers of the personnel salaried by it and shall, with regard to said personnel, be responsible for compliance with applicable laws and regulations.

### 5.3

Either party shall, without undue delay, inform the other party of any event that may cause a change or implications in the performance of the Services.

## 6 Intellectual Property Rights

### 6.1

Subject to full payment for the Services, the Customer shall obtain all copyright and any other intellectual property rights to the result of the Services that the Customer has ordered and paid for. The Customer shall be entitled to use, modify, copy and distribute the result of the Services. A-LEAF shall always be entitled to use knowledge and know-how acquired during provision of the Services.

### 6.2

Should A-LEAF under its performance of the Services provide the Customer with any Third Party Products, the Customer shall receive a right to use such Third Party Products in accordance with such third party suppliers' licensing terms and conditions for the relevant Third Party Product. In such case, the third party suppliers' licensing terms and conditions, if any, will be made available together with the particular Third Party Products.

### 6.3

Should A-LEAF under its performance of the Services under the Agreement provide the Customer with solutions or results (containing invention(s)) which the Customer files for patent protection, the Customer shall reimburse A-LEAF with a payment corresponding to the actual cost for A-LEAF's compensation to its involved employees, according to the applicable Employees Inventions Act (the act regarding the right to inventions from employees or applicable collective agreements, in Danish: Bekendtgørelse af lov om arbejdstageres opfindelser, lov. nr. 104 af 24. januar 2012 med

senere ændringer) as amended from time to time.

## 7 Payment for the Services

### 7.1

A-LEAF's right to compensation for the Services includes:

#### 7.1.1

payment for work/Services performed on a current account basis;

#### 7.1.2

compensation for travel time, travel expenses and daily allowances; and

#### 7.1.3

any other compensation agreed in the Agreement.

### 7.2

Unless otherwise agreed, the work shall be performed and the Services provided on a current account basis at the agreed prices, including the agreed hourly rates, as set out in the Agreement. Unless otherwise agreed, A-LEAF is entitled to revise the prices in January each year. A-LEAF shall notify the Customer of any change in price by giving one (1) month's written notice.

### 7.3

The agreed hourly fee multiplied by one point five (1.5) per hour shall be charged for agreed work to be carried out outside A-LEAF's ordinary business hours but after 06.00 and before 20.00 on ordinary working days Monday – Friday.

### 7.4

The agreed hourly fee multiplied by two (2) per hour shall be charged for agreed work to be carried out outside A-LEAF's ordinary business hours but before 06.00 and after 20.00 on ordinary working days Monday – Friday and in Danish public holidays.

### 7.5

For expenses and other costs to be invoiced through A-LEAF on the basis of the Agreement, A-LEAF shall be entitled to charge an administration fee of fifteen per cent (15%), calculated on the basis of the relevant expense or cost.

### 7.6

Should the Customer, or any party for whom the Customer is responsible, cause A-LEAF resources, wholly or partly, not to be used as agreed, A-LEAF shall be entitled to charge the Customer in full for such resources. This shall however only apply to the extent that A-LEAF is unable to provide the relevant resources with other chargeable work within the agreed scope of Services.

### 7.7

If the Customer takes over an A-LEAF consultant or employee for permanent employment following such personnel's performance of the Services under an Agreement, the Customer shall pay A-LEAF a fee calculated on the basis of the following model:

#### 7.7.1

Take over within 0-24 months from the effective date of the Agreement under which the consultant or employee in question provides/provided its services: Fee equivalent to 3 months' sales value.

#### 7.7.2

Take over in the period 24 months after the effective date of the Agreement under which the consultant or employee in question provides/provided its services: Fee equivalent to 1 month's sales value.

The term 'sales value' in section 7.7.1 and 7.7.2 above shall be calculated on the basis of an amount corresponding to 1 month's agreed full-time fee for the consultant or employee in question.

### 7.8

All prices or fees set out in the Agreement, including these General Terms and Conditions, shall be exclusive of VAT and any other governmental taxes or charges.

## 8 Compensation for travel expenses and daily allowances

### 8.1

A-LEAF shall be entitled to compensation for daily allowances, travel expenses and accommodation in accordance with what has been agreed between the parties. In absence of such understanding/agreement, A-LEAF shall be entitled to compensation for daily allowances in accordance with the recommendations by the

Danish Tax Authorities with regard to standard amounts for tax-free daily allowances, travel expenses for travels by car and for accommodation and travels by other means than by car, with the actual amount plus an administrative fee according to section 7.5.

## 8.2

For travel time during ordinary business hours, time will be charged at agreed prices. The agreed hourly fee multiplied with zero point five (0.5) shall be charged for travelling time outside A-LEAF's ordinary business hours.

## 9 Payment and invoicing

### 9.1

Unless otherwise agreed, A-LEAF shall be entitled to receive payment once per month for its Services, including for the work performed and reported as well as for costs and expenses incurred.

### 9.2

The Customer's payment shall be made against invoice issued by A-LEAF without any set-offs or counterclaims whatsoever. The invoice shall specify the following in relation to the period covered by the invoice:

- the nature and scope of the work carried out;
- the costs and expenses incurred; and
- any other separately agreed compensation together with the number of working hours and the hourly fee for each of the persons or personnel categories performing the Services as agreed in the Agreement.

### 9.3

Payment shall be made no later than twenty-five (25) days after the date of the invoice.

### 9.4

Whatever the means of payment used, payment shall not be deemed to have been made until the amount due has been irrevocably credited to A-LEAF.

## 10 Delay with payment

### 10.1

If the Customer is in default with any payment under the Agreement, A-LEAF shall be entitled to charge interest on the amount overdue from the date on which payment was due until the date that payment is made. The interest rate shall be eight per cent (8%) per annum above the reference rate under the Danish Interest Act applicable at any time. If A-LEAF gives the Customer written notice of default, A-LEAF may suspend performance under the Agreement until full payment has been made for any payments due and until the Customer has provided sufficient security for all future payments related to the Services. If A-LEAF has delivered any products or results prior to such delay in payment, the Customer may not, unless otherwise agreed, use such products or results until full payment has been received by A-LEAF.

### 10.2

If the Customer is in default with any payment for more than of thirty (30) days after A-LEAF has sent a written notice of to the Customer requesting payment, A-LEAF may terminate the Agreement with immediate effect in accordance with the provisions in section 14 below.

### 10.3

A-LEAF is, in case of A-LEAF's suspension of the Services, as set forth under section 10.1 above, entitled to charge the Customer for any assigned resources that cannot be used during such suspension. This shall apply to the extent only that A-LEAF cannot provide the relevant resources with other chargeable work.

### 10.4

If the parties disagree on any part of an invoice, the Customer shall pay the amounts not in dispute on the due date stated in the invoice. The disputed part of the invoice shall be settled between the parties in accordance with section 19 below. If, in any way and at any time, it is determined that the disputed part of the invoice has been correctly calculated and charged, A-LEAF will be entitled to interest as stated in section 10.1 above, from the due date of the invoice.

## 11 Reservation of title

### 11.1

All work performed, results, documentation and any other information or property presented for or delivered to Customer by A-LEAF within the scope of the Services shall remain the property of A-LEAF until

the payment for the Services is fully paid. The Customer shall, upon A-LEAF's request, return any unpaid property to A-LEAF. Unless otherwise agreed, Customer shall not be entitled to use such work, results, documentation, information or property prior to A-LEAF's receipt of the agreed payment.

## 12 Clearance of intellectual property rights

### 12.1

The Customer is responsible for ensuring that the Customer has received all rights, licenses and permissions from the holder of the relevant intellectual property rights necessary for the performance of the Services. The Customer shall also be responsible for payment of – if any – license fees related to such licenses and permissions.

### 12.2

Due to the art of the assignment, A-LEAF shall not be liable for any infringements of any intellectual property rights.

## 13 Limitation of liability

### 13.1

Subject to the limitations set forth below, A-LEAF shall be liable for any loss or damage incurred as a consequence of A-LEAF's negligence in performance of the Services. Responsibility and liability in this regard can only occur for A-LEAF in relation to the specific Services provided and performed by A-LEAF, i.e., with specific consideration to the scope of Services set out in section 2 and 3 above.

### 13.2

A-LEAF's aggregate liability for any losses, compensations or damages related to a project covered by an Agreement, provided that A-LEAF has not acted with gross negligence or with intent, shall be limited to direct losses and damages, cf. the limitation set out in these General Terms and Conditions, including below in section 13.3, and shall never exceed a maximum aggregate amount of five million Danish kroner (DKK 5,000,000) in total.

### 13.3

A-LEAF shall in no event be liable for any indirect, special, consequential or incidental damages or losses, including but not limited to, loss of profit, anticipated saving, loss of data, loss of income or other property loss, loss or damage as a consequence of an obligation to compensate a third part or consequential losses or damage to other losses or damages. A-LEAF's liability shall not include liability for losses or damages caused by the Customer or any circumstance for which the Customer is liable.

### 13.4

Where the Customer has asserted a claim and it is later established that A-LEAF has no liability for said claim, the Customer shall reimburse A-LEAF for the Services performed subject to the prices applied by A-LEAF at the time for performance of the relevant services.

### 13.5

Work involving error correction shall not be deemed to constitute, or be deemed to be caused by, negligence on behalf of A-LEAF. Error correction shall be completed by A-LEAF by means of rectification; rectification shall be made at A-LEAF's premises, unless A-LEAF, at its sole discretion, deems it more appropriate that rectification is carried out elsewhere. Unless otherwise agreed, rectification will be carried on a current account basis at the prices applied by A-LEAF at the time of carrying out the relevant Services.

### 13.6

A-LEAF's liability hereunder shall not include liability for any defects in or caused by Third Party Products.

### 13.7

Each party shall forfeit its right to claim damages in relation to the other party under this Agreement if the claim is not submitted to the other party in writing within three (3) months of completion or – as the case may be – termination of the Services under the Agreement, whichever occurs first.

### 13.8

If the Service involves A-LEAF assisting the Customer in the development of a product, e.g., in the form of hardware or machine equipment, the Customer shall be deemed to be the developer of that product and shall therefore retain all liability for the product. A-LEAF shall not be liable for any loss or damage to property, real estate or persons caused by the product. A-LEAF shall further not be

responsible for loss or damage caused by later developed products relating to the Services. The Customer shall indemnify and hold A-LEAF harmless to the extent that A-LEAF incurs liability in relation to any third party in respect of loss or damage for which A-LEAF is not liable to the Customer.

## 14 Term and termination

### 14.1

Unless otherwise agreed, the Agreement shall be valid for an indefinite period and termination thereof shall take place with prior written notice with a notice period of current month plus thirty (30) days.

### 14.2

Upon termination under section 14.1 and 14.3, A-LEAF shall be entitled to compensation for its Services, including the work performed and verified cost and expenses incurred, until the date that the termination takes effect. In addition, A-LEAF shall be entitled to charge the Customer for any personnel employed under the Agreement, who cannot be assigned to any other work or project during the notice period set out in section 14.1, however only to the extent that A-LEAF, despite all reasonably necessary efforts, cannot assign such personnel to any other chargeable work.

### 14.3

Each party shall be entitled to terminate the Agreement with immediate effect if:

**14.3.1** the other party materially breaches its obligations and fails to remedy the breach within fifteen (15) days following receipt of written notice from the other party requiring it to remedy the breach;

**14.3.2** the other party becomes insolvent, ceases its operations, is dissolved, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of its creditors.

### 14.4

A-LEAF shall submit any results, relevant project documents, information etc. related to the Services, upon receipt of the final payment for the Services following the expiry of the Agreement.

### 14.5

Termination shall be made in writing in order to be valid.

## 15 Confidentiality

### 15.1

Neither party shall disclose Confidential Information to a third party during the performance of the Service under an Agreement and for a period of five (5) years after the performance of such Service without the other party's prior written consent.

### 15.2

Each party agrees not to use any Confidential Information for any other purpose than those set forth in the Agreement or as agreed in writing between the parties. The parties further agree to take precautions in order to ensure that Confidential Information is not disclosed to any unauthorized third party or any other person who are not directly concerned with the Confidential Information. The parties shall ensure that Confidential Information is made available only for such personnel and external consultants that reasonably need access to such information. The parties shall, by means of a confidentiality agreement or any other adequate measure, ensure that confidentiality under an Agreement is maintained by its personnel. Each party is further responsible that its consultants sign a confidentiality agreement covering the terms and obligations regarding confidentiality as set out in these General Terms and Conditions.

### 15.3

Each party's obligations in respect of Confidential Information shall not include:

**15.3.1** information which is publicly known or becomes publicly known otherwise than by breach by the receiving party of this Agreement;

**15.3.2** Information which the receiving party can receive from a third party following execution of the Agreement without

an obligation of confidentiality;

### 15.3.3

Information which is independently developed by the receiving party, or its personnel; and

### 15.3.4

Information which is required to be disclosed pursuant to applicable stock exchange rules, law or governmental decision or judgments. Should a party be obligated to disclose such information, the other party shall be informed thereof, prior to such disclosure.

## 16

### Force majeure

#### 16.1

Where a party is prevented from fulfilling its obligations under the Agreement or where a party's obligations are substantially made more difficult due to circumstances which are beyond the party's control and that reasonably not could have been foreseen at the time of entering into the Agreement and where the effects thereof reasonably could not have been avoided or overcome, such as labor disputes (own or others), lightning, fire, natural disaster, war, terrorist act, mobilization, requisition, seizure, currency restrictions, riots, shortage of transportation, shortage or goods, decision by governmental authorities, restrictions with regard to power, heat or water, interruptions in public communications, interruptions in tele - or data communication networks, extensive and unexpected virus attacks, interruptions in production, flood, impassable roads and similar circumstances, and where a party's subcontractor have been prevented to fulfill its obligations due to circumstances referred to herein, shall constitute an excuse which occasions a postponement of the time for performance and a release from liability in damages and other remedies resulting from that specific matter.

#### 16.2

If performance under the Agreement is materially prevented for a period in excess of three (3) months as a result of any of the above circumstances, either party shall be entitled to terminate the Agreement by notice in writing in accordance with section 14 above. If so terminated, A-LEAF shall be entitled to compensation for work performed and costs and expenses incurred up to the date when this section 16 is invoked.

#### 16.3

A party affected by a circumstance as set forth in section 16.1 shall immediately notify the other party thereof in writing.

## 17

### Assignment

#### 17.1

A-LEAF may, without the Customer's prior written consent, assign its right to receive payment under the Agreement. In case of such assignment, A-LEAF shall notify the Customer thereof.

#### 17.2

Either party may assign the Agreement, including all rights and obligations, to each of the parties' affiliate companies. An affiliate company means, with respect to any legal entity, another entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such entity. If the assignee fails to perform its obligations under the Agreement, the assignor shall be fully liable for the assignee's proper performance of the assignee's obligations. The assignor shall notify the other party of such assignment.

#### 17.3

Except as provided above, neither party may assign its obligations under the Agreement without the prior written consent of the other party.

## 18

### Miscellaneous

#### 18.1

A-LEAF reserves the right, at any time and at its sole discretion, to alter, amend or revise these General Terms and Conditions by giving one (1) month's notice to the Customer.

#### 18.2

If one or more terms of these General Terms and Conditions are deemed void by a competent authority or court, this shall not affect the validity of the rest of the terms of these General Terms and Conditions.

#### 18.3

These General Terms and Conditions replace any and all prior versions of Terms and Conditions for A-LEAF.

#### **18.4**

Any descriptive data found in any advertisement, catalogue, brochure, circular or the like are approximate only. They shall not be considered as any warranty or legal obligation of A-LEAF unless specifically included in an Agreement.

### **19 Governing law and disputes**

#### **19.1**

These General Terms and Conditions as well as any Agreement and other documents comprising the agreement between A-LEAF and the Customer, shall be construed, interpreted and governed under the laws of Denmark, without regard to its conflicts of laws principles.

#### **19.2**

The parties shall attempt to resolve any dispute arising out of or in connection with an Agreement, including these General Terms and Conditions, by negotiation. If such dispute is not resolved by initial negotiation, the parties shall convene a meeting attended by the management of each party to attempt to resolve the dispute.

#### **19.3**

In case the dispute in questions is not resolved by negotiation as set out in section 19.2 above, such dispute shall be settled by confidential arbitration administrated 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.

#### **19.4**

The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Copenhagen. The language to be used in the arbitral proceedings shall be English.