

# Standard Terms of Business – January 2019

The following Standard Terms of Business apply to all engagements accepted by Albjerg Limited Partnership Company of State-Authorised Public Accountants ("Albjerg" or "we") unless otherwise expressly and specifically agreed in writing.

## 1. Albjerg's services

- a. Our commitments to the Client are:
  - i. To deliver the services agreed upon
  - ii. To assign qualified staff as appropriate to perform the engagement
  - iii. To deliver services in compliance with all relevant legislation
  - iv. To comply with international standards on auditing and quality assurance as well as additional requirements under Danish audit regulation.
- b. If, during the term of the engagement, the need arises to clarify the scope or performance of the agreement or engagement, including whether the engagement can be completed within the agreed framework, we will inform the Client of this as soon as possible and seek to clarify the scope.
- c. We will do our best to maintain the same team members throughout the performance of the engagement. However, if changes become necessary, new team members will be introduced to the engagement at no direct extra cost to the Client.

## 2. Quality assurance

- a. All work carried out by Albjerg is subject to our internal quality assurance procedures, including procedures for staffing, complaints handling and subsequent quality assurance.
- b. Albjerg is subject to the jurisdiction of the Danish Accountancy Disciplinary Board (Revisornævnet), and the Client is entitled to file a complaint with the Board if there is a factual basis for such a complaint.
- c. Albjerg is subject to quality assurance reviews in accordance with the Danish Act on Approved Auditors and Audit Firms (lov om godkendte revisorer og revisionsvirksomheder). In connection with such quality assurance reviews, Albjerg may disclose confidential information to the extent necessary. The recipients will be obliged to keep such information confidential, and the information will be used solely for the purpose of the quality assurance review.
- d. Albjerg is a member of RevisorGruppen Danmark which continuously updates and enhances our quality management system, so it always complies with applicable legislation. Through RevisorGruppen Danmark, we are also subject to annual quality controls.

## 3. Client's obligations

- a. The Client and its staff must assist us in every relevant way in the performance of the engagement, including by:
  - i. within a reasonable time considering the nature of the assignment, making available all required material and records, providing all required information and making all necessary decisions
  - ii. assigning a sufficient number of qualified staff to the engagement
  - iii. in cooperation with Albjerg to participate actively in the process of completing the engagement
  - iv. ensuring that its other advisors cooperate with Albjerg to the extent necessary
  - v. actively helping Albjerg to comply with applicable law and regulations
  - vi. meeting the other requirements and performing the tasks that may have been agreed with Albjerg.
- b. The Client is responsible for the correctness and completeness of the information provided to us and, thus, for the consequences that any inaccurate, incorrect or incomplete information may have for our services.
- c. If, as a result of the Client's circumstances, we are required to carry out additional work compared to what we could reasonably anticipate at the time of the agreement, we are entitled to charge additional fees based on our usual hourly rates, notwithstanding any fixed fee agreement.

## 4. Fees and payment

- a. Our fees for the performance of an engagement are calculated in accordance with the agreement between the Client and Albjerg as well as these Standard Terms of Business.
- b. In the absence of an agreement on the calculation of fees, our fees will be calculated on the basis of actual time spent at the hourly rates determined by Albjerg from time to time for the staff who have performed the work under the engagement.
- c. Notwithstanding a fixed fee agreement, we are entitled to charge additional fees if it is necessary to carry out work outside the responsibilities set out in the agreement or if circumstances beyond our control require more time to be spent on the engagement than anticipated at the time of the agreement.
- d. Any expenses and disbursements incurred in connection with the engagement, including any fees charged by third parties, reasonable travel and accommodation expenses, per diem allowances, high copying expenses and external transmission expenses are payable by the Client in addition to the agreed fees.
- e. Albjerg is entitled to invoice fees (including fees payable on account), expenses and disbursements monthly in arrears. However, large costs or disbursements may be invoiced as soon as they are incurred. In exceptional cases, we are entitled to demand advance payment or other security for payment.
- f. Invoices are payable net cash within 8 days of the invoice date. In case of late payment, interest will be charged at the rate prescribed from time to time in the Danish Interest Act (lov om renter ved forsinket betaling) until payment is received.

## 5. Duty of confidentiality

- a. The parties are under a mutual obligation to keep confidential all knowledge, material and information about the other party as well as all information received from the other party in connection with the performance of the engagement.
- b. All our staff are bound by a duty of confidentiality and have signed a statement to that effect.

- c. Neither party may disclose the other party's confidential information to any third party in any way whatsoever, unless (i) the other party consents to such disclosure, (ii) the said information, due to its nature, is meant to be disclosed (iii) the disclosure is made to other advisors who are subject to a duty of confidentiality and the disclosure is necessary for the performance of the engagement, or (iv) the disclosure is necessary to comply with statutory requirements.
- d. Correspondence concerning tax advice provided by Albjerg to the Client is intended solely for the Client and no other person or undertaking. However, the Client may disclose our tax documentation to other persons or undertakings in accordance with the provision in clause 5.c, provided that the Client informs such parties that they cannot rely on the material for any purpose whatsoever without our prior written consent.
- e. Notwithstanding our duty of confidentiality, we are entitled to use the Client's name (word mark) and a short description of the completed engagement in connection with our marketing activities.
- f. In addition to correspondence on paper, we will usually also use the Internet and other electronic means of communication. While it is our policy to maintain a high level of security in respect of every communication, we cannot be held liable for any breach of security or confidentiality in case of transmission by electronic means of communication.
- g. Albjerg is subject to the rules of the Danish Money Laundering Act (hvidvaskloven) and therefore must collect and store identity information about the Client in accordance with the provisions of this Act. Albjerg considers the Client's disclosure of identity information as a consent to Albjerg's disclosure to financial institutions, etc. to the purpose of fulfilling their duties under the Danish Money Laundering Act (hvidvaskloven).

## 6. Ownership and copyrights

- a. Albjerg holds and retains all copyrights and other intellectual property rights to software, systems, methods and models in accordance with applicable law. Such software etc. may not be made available to any third party without our prior written consent, unless the nature of the material or engagement requires otherwise.

## 7. Termination of engagement

- a. Where Albjerg has been appointed as statutory auditor of the Client, such appointment may be terminated in accordance with the applicable rules.
- b. Unless otherwise agreed, both the Client and Albjerg are entitled to terminate an agreement for services without notice. In that case, we will be entitled to payment of the amount of time spent and expenses incurred prior to the termination. In case of a fixed fee agreement, we will charge a proportionate part of the fee corresponding to the actual part of the work under the engagement completed prior to termination.
- c. As a general rule, we retain all documents and records for 5 years after the completion or termination of an engagement. We will return any original documents to the Client no later than at the conclusion or termination of the engagement.

## 8. Limitation of liability

- a. The relationship between the parties is subject to the general Danish law of damages, subject to the limitations of liability set out below. The limitation of Albjerg's liability applies also with respect to our partners and staff. The limitations of liability apply also where the damage or loss has been caused by gross or ordinary negligence, but not in case of intent.
- b. A party can be held liable only for direct losses incurred by the other party and can therefore not be held liable for business interruption, loss of profits or business opportunity, loss of anticipated savings or other consequential damage and indirect loss.
- c. Albjerg's total liability in connection with non-assurance engagements is limited to 3 times the total fees paid to us for the performance of the engagement and cannot exceed DKK 500,000, notwithstanding the scope of the engagement and the amount of fees paid.
- d. Neither party is liable to the other party for any breach caused by circumstances beyond its control, including – without limitation – war, state of emergency, act of terrorism, power failure, strike, lockout, fire, disease, breakdown of public communications lines, computer virus or similar circumstances.
- e. The Client's claim for damages against Albjerg will lapse unless notified to us within reasonable time from the date when the Client discovered or should, with the exercise of reasonable diligence, have discovered the basis of the claim for damages. Furthermore, the Client's claim for damages against Albjerg is subject to a limitation period in accordance with the Danish Limitation Act (forældelsesloven).
- f. Albjerg has taken out professional liability insurance with a reputable insurance company.

## 9. Personal data

- a. Albjerg collects and processes personal data in accordance with applicable law, including the Danish Personal Data Act (persondataloven) and the EU's General Data Protection Regulation.
- b. Albjerg respects its Clients' expectations of data protection and confidentiality.
- c. To the extent that Albjerg is a processor, refer to Appendix A of these Terms and Conditions.

## 10. Governing law and venue

- a. Disputes between the parties must be brought before the courts and be settled in accordance with Danish law.