



# General Terms and Conditions

for

**Uniforce ApS**

CVR.no. 44332108

(hereinafter called "**The Supplier**")

These General Terms and Conditions constitute an integral part of the overall contractual basis between 'the Supplier' and 'the Customer' and shall thus apply to any agreement concluded between 'the Parties', regardless of the basis of such agreement.

"**The Customer**" refers to a legal or natural person, who has concluded an agreement with the Supplier on the Supplier's delivery of Services, regardless of the basis on which such agreement has been concluded.

"**General Terms and Conditions**" refers to these general terms and conditions, which shall apply to all the Supplier's Services, regardless of what basis has been agreed by the Parties for the supply of the Services. The Supplier may update and alter these General Terms and Conditions at any time by notifying the Customer.

"**The Party**" or "**The Parties**" refers to the Supplier or the Customer.

"**(The) Services**" refers all services, that are expressly specified and which the Supplier must therefore deliver to the Customer in compliance with an agreement concluded between the Parties, including hardware, software, consultancy services, maintenance, support, or other services.

**Table of Contents:**

1.	Services.....	3
2.	Offer and placing of orders.....	3
3.	The Customer's involvement.....	3
4.	Fees, expenses and costs.....	4
5.	Change of Services .....	5
6.	Invoicing and payment.....	6
7.	Testing of Services .....	7
8.	Transfer of risk.....	8
9.	Consultants.....	8
10.	Subcontractors.....	8
11.	Warranties.....	8
12.	Intellectual property rights.....	9
13.	Assignment.....	10
14.	Delays and defects.....	10
15.	Duration and termination with or without notice.....	11
16.	Limitation of liability.....	12
17.	Product liability.....	13
18.	Force majeure.....	14
19.	Confidentiality.....	14
20.	Use of references.....	16
21.	Applicable law and venue.....	16

## **1. Services:**

### 1.1

The Supplier shall deliver the Services to the Customer in compliance with these General Terms and Conditions, always under the provision that the delivery is made subject to the Customer paying all fees, charges, costs, and expenses in the order in which they fall due for payment.

### 1.2

The Supplier shall be liable only for its own Services and thus not for other Services, including tasks or obligations, which are not explicitly described in writing in an agreement between the Supplier and the Customer. The Supplier shall not be liable in any way for Services, tasks or obligations that are fully or partially delivered or performed by the Customer, the Customer's other contracting parties or any third parties.

## **2. Offer and placing of orders:**

An offer, presented to the Customer by the Supplier for the delivery of Services, shall be valid for 14 calendar days from the date the offer is presented, afterwards the offer automatically lapses.

## **3. The Customer's involvement:**

### 3.1

The Supplier's delivery of the Services is subject to the Customer's active involvement.

The Customer is, for example, obliged to (i) inform the Supplier of all circumstances of relevance to the delivery of the Services, (ii) contribute to planning the work and (iii) make qualified internal resources available, to the extent deemed necessary by the Supplier, to facilitate that the Services can be delivered as agreed.

### 3.2

To the extent deemed necessary by the Supplier, the Customer shall at its own expense see to it that the Supplier's consultants are given access to the Customer's IT-installations, software and databases regarding the delivery of the Services. Furthermore, the Customer

is obligated to make necessary and appropriate IT-workstations available to the consultants at the Customer's premises, where the Services are to be delivered.

### 3.3

In case the Customer fails to cooperate or otherwise fails to perform its duties, and this results in the Supplier is unable to perform its obligations and/or if a loss or additional costs are inflicted on the Supplier, the Supplier is entitled to a reasonable compensation, including any potentially owing to any unoccupied consultants, whom cannot immediately be assigned to other income-generating tasks.

## **4. Fees, expenses and costs:**

### 4.1

All prices and amounts, listed by the Supplier, should only be considered as estimates and shall under no circumstances be deemed binding on the Supplier, unless otherwise are explicitly agreed in writing.

### 4.2

Consultancy Services are invoiced per commenced ½ hour, according to the hourly rate, applicable at any time, consistent with the Supplier's Price List.

### 4.3

The Supplier's Services will be delivered within normal working hours (i.e. between 8.00 a.m. and 4.00 p.m. from Monday to Thursday and on Fridays until 3.30 p.m.).

### 4.4

If the Services are to be delivered outside normal working hours, the Supplier is entitled to an additional charge of 50% for the first 3 hours on working days and subsequently an additional charge of 100%. On Saturdays, Sundays, and all other non-working days, a 100% charge will be added from the first hour.

### 4.5

Travelling, accommodation and other subsistence expenses in connection with the delivery of the Services, will be invoiced based on the actual costs defrayed by the Supplier.

#### 4.6

Time used for transport is to be settled based on the distance between the Customer and the nearest Supplier's office, possessing the required competences.

If the use of consultants from other locations has been agreed, the price for transport is to be determined based on the distance between the Customer and the location to which the consultant is primarily attached. Transport prices are available on the Supplier's Price List.

#### 4.7

Once annually, as per January 1st, the Supplier is entitled to index the current hourly rates already agreed on, by the percentage change in the Wage Index (IT) and information services published by Statistics Denmark. Such indexed hourly rates shall apply to the calendar year in question. The hourly rates are to be adjusted by the percentage change registered in the said index, from the first quarter of the previous year, compared to the first quarter of the year preceding the previous year – however at a minimum of 2%.

#### 4.8

In the event of alterations to the Supplier's agreements with third parties, such as hardware and software manufacturers, the Supplier reserves the right to make a proportional adjustment of the agreed fees for Services (such as hardware and software licenses), which the Supplier acquires from third parties, leaving the Supplier in a position as if such alterations to the Supplier's agreements with third parties had not been made.

### **5. Change of Services:**

#### 5.1

Requests for changes are to be handled in compliance with the procedures specified in this § 5.

#### 5.2

If a Party requests a change, the Supplier is hereby obligated to draft a proposal for the change in question.

#### 5.3

The proposed change must include all the following:

- 1) A description of the change of the Services, including additional work that may have to be supplied
- 2) A specification of the consequences of the change in respect of the Services
- 3) The estimated fee consequences of an implementation of the change of the Services
- 4) The estimated time required for implementing the change
- 5) The consequences in respect of applicable time schedules

#### 5.4

If, after having received a proposal for a change, the Customer accepts this proposal, the Customer is to notify the Supplier thereof, no later than 5 calendar days after receiving the proposal, by signing and returning it to the Supplier. If the Supplier receives the signed proposal within the time limit, the change is deemed to have been accepted by both Parties.

#### 5.5

Neither Party is obliged to accept a proposal for a change.

#### 5.6

If the Customer rejects a change proposed by the Supplier, the Customer acknowledges and accepts that a such rejection may have a negative impact on the Services, including the Customer's ability to use the Services as contemplated.

#### 5.7

The Supplier is entitled to invoice the Customer on a time basis for the Supplier's drafting of a proposal for a change and participation in discussions and negotiations to this effect.

### **6. Invoicing and payment:**

#### 6.1

All prices are stated in *Danish kroner* and exclusive of VAT, other public taxes as well as costs of carriage and handling charges.

#### 6.2

The Supplier invoices the Customer upon delivery of the Services.

### 6.3

Consultancy services will be invoiced every two weeks on a time basis.

### 6.4

Unless otherwise expressly stated by the Supplier, time spent in connection with the unpacking, setting up, installation etc. of hardware, software or other equipment, will be invoiced as consultancy services.

### 6.5

The terms of payment are the date of invoice plus 14 calendar days. In the event of a delay in payment, interest will be charged at the rate of 1.75% per month. Moreover, the Supplier is entitled to suspend and withhold the Services or parts thereof in the event of delay in payment or non-payment.

### 6.6

The Supplier is to be notified of any objections to invoices within 5 calendar days from the date of invoice. Otherwise, the invoice is deemed to have been approved by the Customer.

## **7. Testing of Services:**

### 7.1

The Customer is obliged to inspect and test the Services delivered as soon as possible after delivery and approve such Services in writing or notify the Supplier in case the Services partially or entirely cannot be approved. If the Customer fails to submit written and justified objections to the Supplier, within 5 calendar days after delivery of the Services, such Services are deemed to have been approved by the Customer.

### 7.2

When the Customer starts using the Services, including parts of the Services, the Customer is deemed to have approved the Services, including any Services delivered in parts, as per the date on which the Customer starts using the Services or the Services delivered in parts.

## 8. Transfer of risk:

The title to the Services passes from the Supplier to the Customer upon delivery of the Services, subject to the Customer's full and final payment to the Supplier of all outstanding accounts, and subject to the provisions stipulated in § 12 on intellectual property rights. Nothing in this § 8 or any other provisions shall be interpreted as constituting any direct or indirect transfer of title, to any intellectual property rights from the Supplier or third parties.

## 9. Consultants:

In connection with the delivery of Services, the Supplier is entitled to replace any of its consultants whomsoever with other qualified consultants at its own discretion and at any time. Such replacement of consultants may take place without the Customer's consent.

## 10. Subcontractors:

The Supplier may at any time choose to engage subcontractors in connection with the Supplier's delivery of the Services. Subject to the limitations set out in these **General Terms and Conditions**, the Supplier is liable for its subcontractors on the same terms and conditions as if the Supplier had provided the Services itself.

## 11. Warranties:

### 11.1

The Parties warrant that they (i) have full competence and authority to enter and perform concluded agreements and (ii) will fulfill their respective obligations in compliance with fair IT practice.

### 11.2

If the Services include products, equipment and software developed, manufactured and acquired by the Supplier or from a third party, such parts of the Services will be covered by the warranty that may have been given by the third party in question, including any limitations and exclusions of liability. The Supplier gives no additional warranty in respect of such parts of the Services.



### 11.3

The Customer itself is responsible for ensuring that the Services are sufficient to meet the Customer's needs, requirements and expectations.

### 11.4

The risk of loss, as a result of accidentally diminished value or accidental loss of the Services, passes from the Supplier to the Customer upon delivery of the Services, including parts thereof, to the Customer.

## **12. Intellectual property rights:**

### 12.1

All intellectual property rights to the Services shall belong exclusively to the Supplier, the Supplier's subcontractors or third parties.

### 12.2

Subject to the Customer's final and actual payment of all fees, costs and expenses, the Customer acquires a non-exclusive, perpetual, royalty-free and non-transferable license (including through sub-licensing) to use the Services, approved by the Customer for the Customer's own internal business purposes with the additional limitations, that follow from § 12.3 below.

### 12.3

Separate terms and conditions for the Customer's use of the Services may apply to the extent that the intellectual property rights and/or the title to the Services, belong to a third party (such as third-party software and/or hardware) or software owned by the Supplier, for which the Supplier has determined or determines separate licensing conditions.

In such case the Customer acquires solely the right to use such Services in compliance with the separate terms and conditions determined by a third party or the Supplier at any time, including licensing conditions for software owned by a third party or the Supplier.

### 12.4

The Supplier is entitled to exploit any and all general knowledge, including information technology, ideas, concepts, know-how or techniques, obtained by the Supplier in

connection with the delivery of the Services. In relation to third parties, the Supplier is thus entitled to develop, manufacture, supply and distribute identical or similar services.

### **13. Assignment:**

Neither the Supplier nor the Customer is entitled to assign rights and/or obligations to any third party without the other Party's prior written consent. Notwithstanding the above, however, the Supplier is entitled, without the Customer's consent, to assign in full or partially any rights and/or obligations to (i) the Supplier's affiliated companies at any time, (ii) to third parties purchasing all or substantial parts of the Supplier's assets and/or (iii) in connection with a merger, demerger or a full or partial acquisition of the Supplier.

### **14. Delays and defects:**

#### 14.1

If delivery is not made in compliance with the delivery times explicitly agreed in writing and if the delay is solely attributable to the Supplier, this constitutes a defect.

#### 14.2

If no specific delivery times have been determined, all delivery times are indicative, and the Supplier assumes no liability for any non-compliance with such indicative delivery times.

#### 14.3

If the Services do not essentially meet the functional requirements for the Services as agreed in writing, and if such non-compliance is solely attributable to the Supplier, this constitutes a defect.

#### 14.4

The Customer is obliged to mitigate any loss which the Customer may suffer as a result of such delays or defects.

#### 14.5

The anticipated breach by the Supplier does not entitle the Customer to claim any remedies for breach.

#### 14.6

At its sole discretion, the Supplier is entitled to (i) take remedial action, (ii) make a replacement delivery, (iii) grant a proportionate reduction and/or (iv) pay a reasonable compensation to the Customer. Moreover, the Customer is subsequently entitled to rely on the defect only if the Service provided by the Supplier is defective and if such defect should not have been detected by the Customer upon delivery.

Any complaint shall be made immediately after the defect is detected, although no later than 3 months after the Service has been delivered.

#### 14.7

The remedies for breach set out in these **General Terms and Conditions** constitute the Customer's sole remedies in the event of any defects in the Services.

### **15. Duration and termination with or without notice:**

#### 15.1

Agreements concluded between the Supplier and the Customer remain in force until terminated with or without notice by the Supplier or the Customer in compliance with the provisions stipulated in this § 15 or as specifically agreed in writing between the Parties in a separate agreement.

#### 15.2

Agreements concluded between the Supplier and the Customer may be terminated by the Supplier at 30 days' written notice and by the Customer at 90 days' written notice, unless otherwise is explicitly agreed in writing.

#### 15.3

The Customer is to pay all fees for Services delivered and expenses accrued according to an agreement with the Supplier until expiry of the terminated agreement, regardless of the reason for the termination.

#### 15.4

A Party is entitled to terminate an agreement without any notice as a result of a material breach by the other Party if such material breach has not been remedied within 30 days after notification to this effect by the Party not in breach. The Customer's delay in payment by more than 10 days after the date of maturity stated in the invoice, always constitutes a material breach which entitles the Supplier to terminate the agreement without further notice.

### 16. Limitation of liability:

#### 16.1

The Parties incur liability in damages in compliance with the general rules of Danish law subject to the limitation and exclusion of liability stipulated in these **General Terms and Conditions**.

#### 16.2

Neither Party is entitled to claim damages for indirect loss or consequential damage, regardless of whether the Supplier, the Customer or a third party suffers such indirect loss or consequential damage. Loss of business opportunities, profit, goodwill, interest, data (including loss in connection with data recovery), and any penalty paid to a third party shall always be deemed to constitute indirect loss/consequential damage.

The Customer's non-payment of fees, however, is deemed to always constitute a direct loss for which compensation may be claimed.

#### 16.3

The Supplier shall under no circumstances be liable for defects, delays, non-performance of obligations or for other circumstances under agreements concluded between the Supplier and the Customer, if they are caused in full or partially by (i) the Customer's negligence or breach of these **General Terms and Conditions** and/or the Parties' other agreements, (ii) the Customer's other suppliers, or another third party related to the Customer, (iii) the Customer's use of the Services in any other way than contemplated, (iv) computer viruses, hacking, trojan horses, spyware, interference with technical protection measures originating from sources other than the Supplier, (v) fortuitous events for which the Customer alone bears the risk and (vi) losses covered by an insurance taken out by the Customer or in favor of the Customer.

#### 16.4

The Supplier's total liability for claims under an agreement, including damages, penalties and/or repayment of fees already paid, is also limited to an amount equalizing the total fee paid by the Customer for the Services that have not been delivered in compliance with a specific agreement. The Customer cannot raise any claim in respect of such parts of the Services as have been performed in compliance with an agreement made by the Parties to this effect.

#### 16.5

The limitations of liability mentioned in § 16.4 shall apply regardless of the basis of such limitations and shall cover claims based on negligent actions (both simple and gross negligence), strict liability, breach of warranty, penalties, agreed penalty and/or damages for punitive reasons.

#### 16.6

If the Services include software, hardware and/or other equipment developed, manufactured and/or acquired from a third party, the limitation and exclusion of liability set by such third party shall apply to these parts of the Services. Such limitation and exclusion of liability apply in addition to the exclusion and limitation of liability set out in these **General Terms and Conditions**.

#### 16.7

If the Supplier's Services are fully or partially of the nature of hiring consultants, insourcing of resources, body shopping etc., the Supplier is not obliged to achieve a certain result but must only see to it that the consultants possess the agreed general qualifications.

The Supplier shall not be liable for the consultants' acts or omissions and shall consequently not be liable for any defects and consequential loss attributable to the consultants' work which are inflicted on the Customer or third parties.

### **17. Product liability:**

#### 17.1

The Supplier is liable in damages for product liability in compliance with the general rules of Danish product liability law, subject to the limitation and exclusion of liability specified in § 16. Furthermore, the Supplier's total liability for all claims relating to product liability under an agreement may never exceed the total fee which the Customer has paid for the

Services resulting in the product liability claim according to the agreement in question or DKK 100,000, which is the lowest amount.

## 17.2

To the extent that the Supplier may incur product liability towards a third party, the Customer is obliged to indemnify the Supplier for any amount paid to such third party in excess of the limitation and exclusion of liability set out in § 16 and in this § 17.

## 18. Force majeure:

### 18.1

Neither Party may be held liable for any delay or non-performance of obligations (except payment of fees) caused by *force majeure*, including but not limited to war, disturbances, riots, general strike, fire, natural disasters, foreign exchange restrictions, import or export bans, disruption of ordinary traffic and communication, disruption of energy supply or faulty energy supply, delivery problems at subcontractors, long-term illness of key consultants, comprehensive computer virus or other *force majeure* incidents at subcontractors.

### 18.2

In the event of *force majeure*, the affected Party shall notify the other Party as soon as possible. If the *force majeure* situation has lasted for more than 60 calendar days, either Party may choose to terminate the affected agreement with immediate effect.

## 19. Confidentiality:

### 19.1

A Party is obliged to handle received information in confidentiality and shall not use such information for purposes other than in connection with the delivery of the Services without the other Party's prior written consent. A Party shall not disclose confidential information to any legal or natural persons other than such Party's employees, consultants, advisers and representatives, who are involved in the delivery of the Services.

## 19.2

Regardless of whether otherwise specified in this § 19, confidential information shall not include information (i) that has already been published without this constituting a breach of this confidentiality obligation, (ii) that has been received from an independent third party without this constituting a breach of any confidentiality obligation or (iii) in respect of which the receiving Party is able to demonstrate that the Party itself has developed the information prior to the disclosure thereof.

## 19.3

Regardless of whether otherwise stipulated in this § 19, the confidentiality obligations shall not apply to the extent that a Party is ordered or will be ordered to disclose confidential information (i) by a final court ruling delivered by a competent court of law or (ii) by statute; it should be noted that, if possible, the Party is first to notify the other Party of this obligation and subsequently, upon request, to allow such other Party to make objections to this obligation where this may be appropriate.

Regardless of the provisions above, a Party is obliged, in connection with disclosure, to notify the other Party of such disclosure without undue delay.

## 19.4

Termination of an agreement with or without notice shall not in any way affect a Party's confidentiality obligation or restricted use of confidential information received from the other Party as specified herein.

## 19.5

In addition to all other obligations specified in this § 19, the Parties are each obliged to take all the necessary security measures with a view to the protection of confidential information against unauthorized access, disclosure, use and/or misappropriation.

## 19.6

The Parties are obliged to immediately notify the other Party of any unauthorized access, use, copying or disclosure of confidential information of which a Party may become aware and shall endeavor to bring such unauthorized actions to an end and furthermore provide any reasonable assistance as the other Party may request in this respect.

## 20. Use of references:

When the Parties have concluded an agreement under which the Supplier is to deliver Services to the Customer, the Supplier is entitled - in the context of references, on its website and in relevant marketing material - to use the Customer's name and logo. The writing of a proper reference story requires the involvement of and approval by the Customer in each single case.

## 21. Applicable law and venue:

### 21.1

These **General Terms and Conditions** as well as agreements concluded between the Parties shall be governed by and construed in accordance with Danish law, excluding, however, (i) any rules on conflicts of law and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG"), which shall not apply.

### 21.2

Any dispute between the Customer and the Supplier shall to the greatest extent possible be referred to the Supplier's and the Customer's executive officers respectively who will jointly attempt to resolve the dispute. If a Party finds that the Parties' executive officers are unable to resolve such dispute, the dispute shall be brought before and settled by the Court of Esbjerg.