

LHN - Business Terms and Conditions for Consultancy

1. Basis for the Agreement

These Business Terms and Conditions supplement the Consultancy Agreement entered into between the Parties and thus comprise an integrated part of the basis for the Agreement.

If a conflict exists, these Business Terms and Conditions shall be subordinate to the conditions that are stated in the Consultancy Agreement.

If a conflict exists, any of the Customer's business terms and conditions, order confirmations, etc. shall be subordinate to these Business Terms and Conditions.

In all other cases, the relationship between the Parties is furthermore subject to the general rules of Danish law.

2. Amendments

Amendments and/or clarifications of the original basis for the Agreement shall be in writing.

The Party that makes a claim for an amendment or clarification of the original basis for the Agreement has the burden of proof that such an agreement has been entered into.

Every amendment to LHN's service as described in the Consultancy Agreement shall, as a starting point, be regarded as a termination of the service in question and entry into a new consultancy agreement for the service that the Customer wants to have carried out instead. Reference is made to Section 3 regarding notice of termination and Section 5 regarding price.

3. Termination

Each of the Parties may terminate the Consultancy Agreement with five (5) days' notice.

Within the framework of any deadlines in the Consultancy Agreement, LHN may freely plan completion of the task. In case of termination, LHN is entitled to remuneration for the work that has already been carried out and/or work

that has been planned to be carried out internally at LHN prior to the expiry of the notice of termination.

The Customer shall also cover LHN's expenses that, prior to termination, LHN has become liable for towards a third party as part of carrying out the task.

4. Authorisation

The person who is listed as the contact for the Customer is authorised – on behalf of the Customer – to act in all respects in matters related to this Agreement.

If more than one contact is listed, the above applies to each of these contacts.

5. Remuneration

LHN's fee for performing a task is invoiced in accordance with the agreed consulting agreement.

The fee is generally calculated based on time spent, as well as any unit prices and basic fees, but it can also be based on a price estimate. This also applies in cases where there is no consulting agreement.

For settlement in accordance with an estimate, the following shall apply:

If it is predicted that the actual time spent on carrying out the task will significantly exceed the estimated time consumption, LHN shall notify the Customer about this. The notification shall be made as soon as it is convenient, after the time when LHN predicts that the time will be significantly exceeded.

The Customer and LHN shall then discuss whether the revised time consumption can be accepted or whether LHN's service shall be adjusted. In any case, the Customer shall be obligated to pay remuneration for the time that has been spent thus far on the task.

Similarly, the above is applicable to the extent that the completion of the task requires payment of expenses on a level that significantly deviates from what was assumed when the Agreement was entered into.



6. Payment

Settlement occurs continuously, upon completion of the task, or through advance billing in the case of longer consulting engagements. Payment terms are net 24 days or as stated on the invoice issued.

After the due date, LHN's receivable will accrue interest at the default interest rate according to Section 5, Subsection 1 of the Danish Interest Act.

LHN reserves the right to suspend work for the client if the payment terms are not met.

7. Confidentiality

LHN accepts no competition limitations as a result of the task.

LHN shall maintain confidentiality regarding material and data concerning the Customer of which LHN becomes aware as part of the task.

LHN shall be entitled to make use of knowledge that is general and not confidential in nature of which it becomes aware while carrying out the task, in other contexts and from other consultancy tasks.

8. Personal data

The processing of personal data as part of LHN's consulting services is conducted in accordance with LHN's Privacy Policy and in compliance with Danish legal regulations as well as the EU General Data Protection Regulation of April 27, 2016.

LHN discloses customers' general personal data to Landbrug & Fødevarer F.m.b.A for membership administration and to SEGES Innovation P/S for purposes including analysis, research, and statistical purposes. In this context, L&F/SEGES may match datasets received from LHN, local associations, and other companies with their own data. You can read L&F's Privacy Policy at <https://agricultureandfood.dk/about-us/privacy-policy/> and SEGES Innovation's Privacy Policy at <https://segesinnovation.com/about-us/privacy-policy-1/>

LHN also discloses data to a number of other third parties as outlined in LHN's Privacy Policy.

To comply with regulatory requirements under the Anti-Money Laundering Act, LHN is required to request copies of driving licenses/passports and health insurance cards

from a large group of our customers. The copies are stored in each customer's electronic folder in LHN's case and document management system. Customer personal data is stored and processed in accordance with LHN's Privacy Policy.

LHN is entitled to implement the necessary technical measures to perform tasks for the customer as efficiently and securely as possible. LHN establishes electronic document folders so that physical documents from the customer are scanned, and the customer's other materials, accounts, contracts, etc., are generally stored in the customer's electronic folder in LHN's case and document management systems. Additionally, LHN uses RPA technology to automate manual processes in solving the customer's tasks. Customer personal data is stored and processed in accordance with LHN's Privacy Policy.

LHN's Privacy Policy is available here:

<https://lhn.dk/app/uploads/2024/08/Privacy-Policy-LHN-1.pdf>

9. Material

To the extent that is presupposed in the Consultancy Agreement, the Customer is entitled to use the material that has been prepared by LHN as part of the consultancy. LHN also retains all rights to its ideas and the prepared material, including copyright.

If the Consultancy Agreement is terminated, the customer is entitled to obtain temporary material on the condition that the Customer has fulfilled its payment obligations.

In any case, for provided temporary material, LHN's name must not be used in connection with the use of the material and LHN shall not be liable for errors or defects in the material.

The customer is responsible for storing all data and documents themselves.

10. Electronic Communication

A significant portion of LHN's communication with clients takes place electronically via email.

LHN generally sends all emails in encrypted form and can also, as a rule, receive all forms of encrypted emails. Both practices



ensure that the content and personal data in emails are protected from unauthorized access.

LHN is not liable to the client for any loss or damage that may occur as a result of LHN's use of electronic communication, such as data being corrupted, emails not being delivered promptly (or at all), or emails being accessed by unauthorized parties.

11. Liability

LHN is liable for the provided consultancy pursuant to the general rules of Danish law.

However, LHN's liability shall not, under any circumstances, exceed DKK 10 million per task.

If LHN is liable for damage for which other advisers/consultants or similar persons are also liable, LHN's compensation liability cannot, however, in any case exceed the lowest amount to which other advisers/consultants or similar persons have limited their liability.

If the consultancy concerns

- Preparation of budgets and budget follow-up
- Environmental technology, chemical checks, animal welfare checks, etc.
- Checks of a joint form or form for the transfer of payment rights, or other forms that initially have been filled in by the Customer and where LHN thus does not have the entire task
- Preparation, drafting, and submission of applications for project grants, as well as related payment requests and associated consulting.

The responsibility for the Consultancy Company shall be limited to ten (10) times the remuneration for the specific task.

LHN shall not be liable for operational losses, profit

losses, loss of data, loss of goodwill or other indirect and/or non-financial loss.

LHN shall not be liable for errors made by other advisers, consultants or similar persons to whom LHN has referred the Customer, just as LHN shall not be liable for any errors made by sub-suppliers to whom LHN, in agreement with the Customer, has allocated part of the completion of the task.

The Customer may only make claims against LHN and not the individual employees.

LHN may not be made liable for claims that may arise as the result of false, misleading or incomplete information, data or documentation that is prepared by anyone other than LHN.

LHN shall not be made liable with regard to other parties (including third parties) that take advantage of or use the service delivered by LHN or gain access to the service. The Customer shall obligate itself to provide compensation for LHN's liabilities, losses, expenses or other costs that LHN may have in connection with claims from such other parties, as well as claims against LHN as the result of the Customer's breach of the Consultancy Agreement.

12. Applicable law and venue

Disputes regarding LHN's consultancy, the Consultancy Agreement and these Business Terms and Conditions are governed by Danish law, except for the Danish law's rules regarding international civil law.

If the Customer believes that it has suffered financial loss as a result of LHN's consultancy, a claim shall be lodged with LHN's liability insurance company's Department for Damage and Liability, Agro Food Park 15, 8200 Aarhus N, Denmark.

Litigation regarding LHN's consultancy, the Consultancy Agreement and these Business Terms and Conditions shall be brought before the Court in Sønderborg.

*LHN Business Terms and Conditions entered into force on 1 April 2017
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This is an unofficial translation. In case of any discrepancy between the original Danish version and the translation, the Danish version prevails.