



**TERMS & CONDITIONS**

**BDO STATS AUTORISERET REVISIONSAKTIESELSKAB  
GENERAL BUSINESS TERMS AND CONDITIONS**

**DECEMBER 2023**

## 1 INTRODUCTION

1.1 These General Business Terms and Conditions of BDO Statsautoriseret revisionsaktieselskab, CVR no. 20 22 26 70 ("BDO") apply to services ("the Service"), which BDO provides to its client ("the Client"). The Service provided by BDO to the Client is described in an Engagement Letter, a Consultancy Agreement or another Contract Agreement with any appendices ("the Engagement Letter"). This Engagement Letter and these General Business Terms and Conditions constitute together the agreement between BDO and the Client ("the Engagement").

1.2 If there is a conflict between the Engagement Letter and these General Business Terms and Conditions, the Terms and Conditions set out in the Engagement Letter shall apply.

1.3 The Client's specification of special or general terms in tender documents, orders, acceptance, conditions of sale, etc. shall not be regarded as a departure from the Terms and Conditions of the Engagement Letter, unless accepted by BDO in writing.

## 2 ENGAGEMENT TEAM

2.1 Where the partners and employees responsible for provision of the services are specifically identified, this is described in the Engagement Letter. BDO may replace these persons with other partners and employees, without imposing additional costs on the Client.

## 3 USE OF SUBSUPPLIERS

3.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms. BDO is the brand name for the BDO network and for each of the BDO Member Firms ("Member

Firm"). When providing the Service, BDO reserves the right to use Member Firms and other companies as Subsuppliers ("BDO Subsuppliers").

3.2 When BDO is using a BDO Subsupplier, BDO shall bear the full responsibility for delivery of the Service in any respect, and this applies to all acts and/or omissions performed by us as well as a BDO Subsupplier. In accordance with this, any disputes/claims or the like shall not be raised against a BDO Subsupplier.

3.3 Unless otherwise stated in the Engagement Letter, the terms on liabilities and limitation of liabilities described in the Engagement Letter and these General Business Terms and Conditions shall apply to both BDO and any BDO Subsuppliers involved in delivery of the Service.

3.4 BDO Subsuppliers involved directly or indirectly in the provision of the Service shall be entitled to apply and use the conditions specified in the Engagement as if they were a direct part of this Engagement.

## 4 OBLIGATIONS OF THE CLIENT

4.1 The Client undertakes to supply BDO with all information, assistance, etc. necessary to provide the Service. The Client is responsible for the correctness and completeness of the information provided and bears the risk for the consequences that imprecise, incorrect, or incomplete information may have for provision of the Service.

4.2 To ensure that BDO is able to provide the Service and to observe current legislation at any time, the Client shall as soon as possible provide BDO with or assist with collecting all information necessary and give access to documen-

- tation, which is in the Client's possession, custody, or under the Client's control.
- 4.3 The Client shall inform BDO of developments or other conditions or issues which in the Client's assessment are material to BDO when performing the Engagement and providing the agreed Service.
- 4.4 Where part of the Engagement is performed at the Client's address, the Client shall be under an obligation to ensure that all necessary material, security procedures, equipment, licenses, or per missions, etc. are available without any expenses on the part of BDO and are not in conflict with legislation, agreements, and third-party rights.
- 5 FEE**
- 5.1 The fee for the Service to be provided is set out in the Engagement Letter. If the Engagement Letter does not include a specific entered agreement with respect to the fee, BDO's fee will be based on time spent and the hourly rates applying at any time to the partners and employees performing the work.
- 5.2 Irrespective of a fixed fee has been agreed with the Client in the Engagement Letter, BDO shall be entitled to charge an additional fee if the scope of the Engagement is extended after the agreement has been made, or if conditions beyond BDO's control should require a higher consumption of time than assumed at the date of accepting the Engagement.
- 5.3 BDO may invoice the Client for costs and disbursements incurred in relation to the Engagement, including transport, accommodation, meals and refreshments, materials, data, charges, etc.
- 5.4 Where work is imposed on BDO in the relation to complying with legislation or regulatory requirements, BDO may charge the Client an additional fee for this work. This applies, for example, to mandatory reporting obligations, requirements relating to compliance with the Danish Anti-Money Laundering Act (AML) and formation of data processing agreements, etc. The work relating to complying with legislation or regulatory requirements will be invoiced based on time spent at BDO's hourly standard rates, however, as an addition of 3%, as a minimum, of the fee for the services provided.
- 5.5 BDO will invoice its fee currently as the Engagement progresses unless otherwise agreed. BDO reserves the right to issue invoices on account. If the Engagement Letter does not include a specific agreement on the terms of payment, invoices are payable net cash within fourteen (14) days from the date of the invoice. In the event of late payment an interest of 1.5% will be charged monthly from the day after the due date (day fifteen). In consumer matters fees and interest rates are set in accordance with the provisions of the Danish Interest Act.
- 6 CONFIDENTIALITY**
- 6.1 BDO and the Client shall be under professional secrecy as regards all information concerning the conditions of the other party.
- 6.2 All employees at BDO are subject to statutory professional secrecy, and BDO's internal procedures ensure protection of the Client's confidential data, which BDO obtains in connection with the Engagement.

- 6.3 The professional secrecy shall apply having regard for rules imposing on BDO a duty of disclosure in relation to public authorities or other parties. Thus, confidential information and personal data may be disclosed to the extent that it follows current legislation, or if a competent court orders BDO to transfer the information. Disclosure of information shall be limited to the extent necessary to comply with the law or a court order.
- 6.4 BDO shall be entitled to disclose confidential information and personal data to Member Firms of the BDO network, sub-suppliers, and other auditors, including identity and control information, cf. paragraph 10.1, to the extent required to perform the work for the Client, and if required, according to legislation.
- 6.5 BDO is subject to quality control according to the Danish Act on Approved Accountants and Accounting Firms, the articles of association of FSR - Danske Revisorer and the rules laid down by the international BDO network. In connection with the quality control, BDO may disclose confidential information to the extent required. The recipients will be subject to confidentiality and the information will be used exclusively for the purpose of the quality control.
- 7 DIGITAL COMMUNICATION, DIGITAL SERVICES, AND DATA PROCESSING**
- 7.1 Unless otherwise specified in the Engagement Letter, BDO and the Client accept the use of digital communication (e.g., e-mail) and the related risks. Each party is responsible for protecting their own systems and interests relating to digital communication.
- 7.2 BDO can communicate securely and confidentially with the Client by means of digital platforms. BDO and the Client shall enter into a separate agreement in this regard. Moreover, BDO shall communicate confidential information and personal data by sending and receiving encrypted e-mails.
- 7.3 Should the Engagement include supply of digital services, these are to be made available to the Client for the duration of the Engagement. BDO does not guarantee that digital services are free from errors and omissions or that the operation hereof or the connection hereto will be free from interruptions and be defect-free. BDO will test the digital services, but it cannot be excluded that the digital services will contain defects. BDO aims at rectifying all defects in digital services and within a reasonable time, on a continuous basis.
- 7.4 BDO and the Client shall enter into a data processing agreement in accordance with current data protection legislation and the guidelines of the Danish Data Protection Agency, when required.
- 7.5 BDO processes and protects all client data, including personal data in accordance with the BDO network's Binding Corporate Rules for data controllers and data processors, the data protection legislation, generally accepted IT practice, and data processing practice.
- 7.6 BDO's processing of the Client's personal data is apparent from the privacy policy on bdo.dk, which is applicable at any time for clients with BDO.
- 7.7 BDO shall be entitled to use data anonymously for the purpose of benchmarking and similar purposes.

## 8 RIGHTS

8.1 The rights to the Service pass to the Client at the date of final payment of BDO's fee according to the Engagement Letter. As far as the Service includes intellectual property rights belonging to BDO, the Client shall have a non-exclusive and non-transferable right of use hereto.

8.2 BDO shall preserve the right of ownership to all intellectual property rights, working papers, products, materials, software, systems, methods, models, etc. arising in connection with the provision of the Service, and shall be entitled to reuse this in relation to a third party.

8.3 The service provided is solely for the Client's use and for the purpose described in the Engagement Letter. Documents prepared by BDO, and which are part of the Service shall solely be disclosed to a third party to the extent it is in accordance with the Engagement Letter, and/or the nature of the Service. BDO shall not assume any responsibility or liability in case the service is used for purposes other than that described in the Engagement Letter.

8.4 BDO shall be entitled to use the Client's name and logo and a short description of work completed in connection with, for example, submission of proposals, presentations, or training, unless the Client specifically forbids this. BDO shall not be allowed to use the Client's name and logo for marketing purposes, unless agreed with the Client.

## 9 CONFLICT OF INTEREST

9.1 BDO checks if there are any conflicts of interest before BDO accepts an engagement.

9.2 BDO provides many different types of professional Services to clients, and BDO cannot guarantee that all situations, in which there may be a conflict in relation to the Client's interests, will be identified immediately, however, BDO aims at identifying such situations.

9.3 The Client shall inform BDO immediately if a potential conflict of interest comes to the Client's attention.

## 10 PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM

10.1 BDO shall ensure sufficient knowledge of the Client before commencing the Service, as BDO in capacity of an audit firm is subject to the obligations that are imposed by the Danish Anti-Money Laundering Act (AML).

10.2 As part of obtaining client knowledge, BDO shall obtain identity and control information and a copy of the identification documents presented when establishing the client relationship as well as understand the control structure, including the beneficial owners and politically exposed persons' relationship to the Client.

10.3 BDO shall obtain documentation and registration of transactions completed as part of a business connection or an isolated transaction.

10.4 The amount and the extent of the documentation obtained with the Client, cf. section 10.2 and 10.3, are in accordance with BDO's internal policies within the area. For instance, BDO will collect a copy of passport and driver's license of natural persons and beneficial owners as well as obtain articles of association, signing powers, and control structures, etc. for legal persons.

- 10.5 The information obtained will solely be used to meet BDO's liabilities according to AML, and not for marketing purposes, for instance.
- 10.6 According to the Danish Anti-Money Laundering Act (AML) BDO shall retain all the information obtained about client knowledge in paragraph 10.2 and 10.3 for 5 years after the client relationship has ended.
- 10.7 The information obtained in paragraph 10.2 and 10.3 may be disclosed to the Money Laundering Secretariat with the State Prosecutor for Serious Economic and International Crime in case of any suspicious involvement in money laundering or financing of terrorism. The supervisory authorities may according to the Danish Anti-Money Laundering Act (AML) request insight, which BDO may choose to comply with.
- 10.8 BDO's clients have the right to access the information obtained in paragraphs 10.2 and 10.3, except for investigations and any notifications, cf. paragraph 10.7 and the Danish Anti-Money Laundering Act as well as have any registered misinterpreted information corrected.
- 10.9 BDO is subject to a duty of examination, notification and information to the Danish State Prosecutor for Serious Economic and International Crime regarding the Client's activities if BDO comes upon any transaction, activity or information, which due to their nature could be believed to be associated with money laundering or financing of terrorism, or if the tax legislation or the Danish Companies Act have been breached.
- 11 STATUTORY REPORTING OBLIGATIONS**
- 11.1 BDO shall in certain situations be under an obligation to report potential aggressive tax arrangements and other specified cross-border tax arrangements to the Danish tax authorities, according to the Executive Order on Cross-Border Arrangements, issued in pursuance of the Act of Tax Reporting (DAC6), or correspondingly. BDO will update the Client on possible reports and obtain the Client's comments hereon, which BDO will include in their considerations.
- 11.2 If BDO finds that the Client's beneficial owners conflicts with the Client's registrations of beneficial owners in the register of shareholders, and the Client does not rectify the matter as soon as possible, BDO shall be under an obligation to report this disagreement to the Danish Business Authority.
- 12 RESPONSIBILITY AND LIMITATION OF LIABILITIES**
- 12.1 BDO shall be responsible for the Service according to Danish regulatory rules with the limitations and exemptions described in the Engagement Letter.
- 12.2 BDO shall be liable according to the provisions of the Danish Product Liability Act and it cannot be agreed to derogate from these provisions. BDO does not accept any liability for any product damages on any other basis.
- 12.3 BDO shall not be responsible for any operating losses, consequential damages, loss of time, loss of profit, loss of data, loss of goodwill, or any other indirect losses.

- 12.4 BDO shall not be responsible for any losses, damages, errors, delays, etc. that may occur in connection with or be caused by digital communication and information.
- 12.5 BDO shall not be responsible for any losses arising from incorrect, inaccurate, or incomplete material, information, etc. provided by the Client, the Client's advisors or suppliers.
- 12.6 BDO shall not be responsible for failing or delayed performance of its obligations under the Engagement if this is due to obstructions or conditions beyond the control of BDO - including but not limited to - war, states of emergency, acts of terrorism, power failure, strikes, lockout, fire, illness, crash of public communication lines, computer virus, or similar circumstances.
- 12.7 BDO shall not be responsible for oral reports, drafts, memos, or other documents or statements, which do not constitute BDO's final Service, and the Client can solely rely on the final Service.
- 12.8 Except for the issue of audit opinions and other audit reports, which inherently are for third party use, BDO's Service shall be supplied to the Client on the assumption that it is solely for the Client's use, for which reason others will not be in a position to rely hereon.
- 12.9 BDO's services must neither be used as reference nor presented to any third party without BDO's written consent. As regards financial statements this will apply only if the relevant financial statements are prepared as extracts or in any other way differ from those on which BDO has expressed an audit opinion or a report.
- 12.10 The Client shall be entitled to present the Service provided by BDO to their advisors.
- 12.11 The Client shall neither be entitled to use BDO's name nor logo without BDO's written consent.
- 12.12 BDO's Service is provided with due regard to legislation, rules, and legal practice applicable at the time of provision of the relevant Service. BDO shall not be responsible for informing the Client of changes to legislation, rules, and legal practice after BDO's provision of the Service unless the Client has expressly requested BDO provides this information, and it is set out in the Engagement Letter.
- 13 EMPLOYMENT OF PERSONNEL**
- 13.1 Special rules shall apply to the Client's employment of BDO personnel and partners to ensure that BDO complies with standards and legislation applying to independence.
- 13.2 Clients are not allowed to employ those of BDO's Senior Managers or Partners who have signed the audit opinion. This applies for a period of two years after the resignation of the approved auditor if it is a listed enterprise or if the parent company is listed in Denmark or abroad, as well as companies that are affiliated with such company. For other non-listed clients, etc. the period is one year.
- 14 TERMINATION**
- 14.1 Where BDO has been appointed statutory auditor of the Client, this duty may be terminated in accordance with applicable rules.
- 14.2 Unless agreed specifically otherwise or according to legislation, both the Client and BDO shall be entitled to terminate the Engagement without notice.

- The termination takes effect from the date at which the other party receives information to this effect in writing.
- 14.3 In case of termination of the Engagement before the Engagement's ordinary expiry, irrespective of who is the terminating party, BDO shall be entitled to receive fee for the time up to the termination of the Engagement and to receive payment of costs already incurred and any other costs as a result of the termination of the Engagement before the ordinary expiry of the Engagement.
- 14.4 Unless the Engagement is terminated earlier in accordance with paragraph 14.1 or paragraph 14.2, it will end when the Service has been provided.
- 14.5 Any provisions in the Engagement, which either specifically or because of their nature extend beyond the date of termination of the Engagement, will remain in force after the end of the Engagement.
- 14.6 Where the business relationship with the Client according to the Engagement ends, the Client is under an obligation to disable any access to IT systems and services, which the Client has granted to BDO, such as access to financial management systems, payroll systems, and access to SKAT (the Danish tax authorities), etc. Moreover, the Client is under an obligation at the end of the business relationship to amend registrations on CVR.dk accordingly.
- 15 GREENLAND**
- 15.1 These General Business Terms and Conditions shall also apply to clients with permanent address/registered office in Greenland, with the necessary adjustments, followed by the nature of things, including that the references to legislation stated - except paragraph 12.1 - are to be understood as references to the legislation applicable in Greenland, e.g., the Data Protection Act and the Anti-Money Laundering Act (AML)), which are applicable in Greenland. BDO shall be responsible for the Service according to the provisions of Danish legislation with the limitations and exceptions, which are apparent from the Engagement and the above paragraph 12.
- 16 GOVERNING LAW AND JURISDICTION**
- 16.1 Both parties shall be under an obligation to attempt to resolve amicably any disagreements between the parties.
- 16.2 The Engagement is governed by Danish laws, except for Danish rules on governing law.
- 16.3 Litigations between BDO and the Client shall solely be settled in Denmark (excluding Greenland and the Faroe Islands). Litigations, which without this provision, could/would have been brought before a court of law outside Denmark, including in Greenland or on the Faroe Islands, shall be brought before the Copenhagen City Court.



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BDO

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