

Terms of Business as of 1 January 2022 for Sønderjyllands Revision, Statsautoriseret revisionsaktieselskab

These Terms of Business apply to all services, regardless of their nature and scope, provided by Sønderjyllands Revision, unless they are expressly waived or modified by another written agreement. These Terms of Business apply whether or not the agreement is concluded via email, fax, telephone or otherwise.

Special conditions for purchase or specific requirements for the service on the part of the customer, stated for example in the customer's order, tender documents or in the customer's conditions for purchase, shall not be binding on Sønderjyllands Revision unless Sønderjyllands Revision has expressly agreed to such terms, including that they derogate from these Terms of Business.

Offers are binding on Sønderjyllands Revision for 14 days from the date of the offer, unless expressly stated otherwise in the offer.

Scope and performance of the assignment

Sønderjyllands Revision undertakes to deliver a qualified service at the agreed time and to the agreed extent. Unless otherwise specified in the letter of agreement, all dates indicated by Sønderjyllands Revision are purely estimated. Sønderjyllands Revision's services are described in the letter of agreement.

If Sønderjyllands Revision's order confirmation/letter of agreement does not match the customer's order, the customer must complain immediately. Otherwise, the customer will be bound by the contents of the order confirmation/letter of agreement.

If Sønderjyllands Revision carries out work for the customer in addition to the work specifically stated in the letter of agreement, Sønderjyllands Revision shall be entitled to a separate fee for this work.

Sønderjyllands Revision stores its own working papers, electronic material and documentation of the assignment for five years. The customer's original documents are returned at the latest upon completion of the assignment, after which Sønderjyllands Revision is not responsible for storage, etc.

Quality control

Sønderjyllands Revision is a member of FSR – Danish Auditors, which sets requirements for the ethics and quality standard of auditing firms. Sønderjyllands Revision is also covered by the Danish Accounting Act and the FSR – Danish Auditors' Rules on the Right of Appeal against auditors.

Sønderjyllands Revision is subject to the control of the Danish Supervisory Authority on Auditing and complies with the standards and requirements applicable to our work at all times for the continuing education of auditors.

Sønderjyllands Revision is a member of RevisorGruppen Danmark, which continuously updates and improves our quality management system so that it is always in accordance with current legislation. Via RevisorGruppen Danmark, Sønderjyllands Revision is also subject to annual quality controls.

Duty of confidentiality

All employees at Sønderjyllands Revision are bound by confidentiality obligations, so that any information which Sønderjyllands Revision receives in connection with an assignment is considered confidential.

Electronic communication

The parties acknowledge that electronic communication may be insecure; that information and data may be corrupted; and that communication and information may come to the attention of unauthorised persons. Sønderjyllands Revision is not responsible for any loss or damage that may occur as a result of the use of electronic data, the Internet, software, etc.

Fee calculation and payment

Fees for work performed are usually calculated on the basis of time spent and the hourly rates set from time to time for partners and employees who have carried out the assignment. Unless a fixed fee has been agreed, Sønderjyllands Revision's statement of the fee is based on an estimate. If Sønderjyllands Revision has stated a fee when entering into the agreement, it is based on the assumptions stated by the parties in the letter of agreement. It follows that, even if a fixed fee has been agreed for the service, Sønderjyllands Revision is entitled to make corrections to the calculated fee in the following situations:

- a) The conditions for the provision of the service have changed.
- b) The conditions were not correct or not complete.
- c) The circumstances referred to in a) and b) can be attributed to the customer or to circumstances for which the customer is responsible.

Task-related costs and expenses are reimbursed by the customer.

Invoices are normally issued after completion of the task. For major tasks and tasks extending over a longer period of time, the work carried out will be invoiced on an ongoing basis.

The terms of payment are net cash. Invoices are usually sent electronically via email.

In case of late payment, the customer shall pay interest at the rate of 0.6% per commenced calendar month of the balance due from the last timely payment date until the amount is credited to Sønderjyllands Revision's account with Sønderjyllands Revision's bank.

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The customer is not entitled to offset the fee, and the customer may not exercise a right of retention or refuse payment on the grounds of delay, complaint or counterclaim relating to the specific service or any other claim. Sønderjyllands Revision is entitled to set a credit limit for the customer, which may be unilaterally changed or cancelled by Sønderjyllands Revision at any time.

Limitation of liability

If the customer discovers defects in the service, the customer must immediately complain in writing to Sønderjyllands Revision, specifying the defects that are claimed.

Sønderjyllands Revision is responsible for the services provided in accordance with the general rules of Danish law, but with the following limitations:

Sønderjyllands Revision accepts no liability towards other parties (including third parties) who benefit from or use the services provided by Sønderjyllands Revision or gain access to the services. The customer undertakes to reimburse Sønderjyllands Revision's liabilities, losses, expenses or other costs that Sønderjyllands Revision may reasonably incur in connection with claims from such other parties and claims against Sønderjyllands Revision arising from the customer's breach of the agreement.

Sønderjyllands Revision is not responsible for the contents of oral reporting or draft services that are subsequently replaced by completed services.

Sønderjyllands Revision's liability does not extend to circumstances that could not have been foreseen at the time the work was carried out/the letter of agreement was entered into.

Sønderjyllands Revision's liability for consultancy services is limited in value to three times the fee (excluding VAT) paid by the customer for the service in question.

If the customer has not paid for the service in question, no claim can be made against Sønderjyllands Revision.

Sønderjyllands Revision shall not be liable for any indirect, consequential or other economic loss, including but not limited to loss of goodwill, image, earnings, profits, loss of business or loss of data. Sønderjyllands Revision cannot be held liable for claims that may arise as a result of false, misleading or incomplete information, data or documentation provided by anyone other than Sønderjyllands Revision.

Confidentiality

The parties are obliged to treat all material and information, including the conclusion on the service provided, as confidential.

Sønderjyllands Revision or our contracting party may not publicly refer to each other or the service without the other party's prior written agreement. Before publishing any documents, reports or the like bearing our company name, the publication must be approved by Sønderjyllands Revision.

The provision on confidentiality shall not apply to material and information etc. which is disclosed pursuant to a legal requirement, a judgment, an order or the like.

Anti-money laundering rules and data protection

Pursuant to the Danish Anti-Money Laundering Act, Sønderjyllands Revision must provide information about the rules that apply to the processing of personal data. Sønderjyllands Revision must, among other things, obtain identity and control information and ensure the necessary identification when establishing the customer relationship. In case of suspicion of money laundering or terrorist financing, we will obtain documents and records relating to additional investigations made.

The information obtained by Sønderjyllands Revision will be stored for the common interest as long as Sønderjyllands Revision deems to have a need to know, but according to the law at least five years. Upon termination of the engagement, the data will normally be deleted after five years. The customer may request access to the data recorded and the customer has the right to have any incorrect data corrected.

Identity information

Sønderjyllands Revision is obliged under the Danish Anti-Money Laundering Act to obtain and store information about the customer's identity.

Sønderjyllands Revision does not disclose personal data to third parties without the customer's consent. Sønderjyllands Revision can be obliged to disclose information about the customer relationship, etc. to the State Prosecutor for Serious Economic and International Crime (SØIK).

Duty of examination and notification

Sønderjyllands Revision is subject to a duty of examination and notification regarding the customer's transactions, funds or activities where Sønderjyllands Revision suspects or has reasonable grounds to believe that transactions, funds or activities are or have been related to money laundering or terrorist financing. This especially applies to complex or unusually large transactions and transaction patterns in relation to the customer, as well as transactions related to countries or territories where the risk of association with money laundering or the financing of terrorism is believed to be heightened. In cases where a suspicion of money laundering or terrorist financing cannot be ruled out, Sønderjyllands Revision is obliged to inform the Money Laundering Secretariat (SØIK).

Personal data

In connection with the agreed service, Sønderjyllands Revision will collect and process personal data in accordance with applicable Danish legislation, including the Danish Data Protection Act and the EU General Data Protection Regulation.

The customer is obliged to enter into a data processing agreement when Sønderjyllands Revision is the data processor.

Sønderjyllands Revision

Sønderjyllands Revision is the data controller for the personal data collected about the customer in order to meet requirements in, for example, the Danish Bookkeeping Act and the Danish Anti-Money Laundering Act, and in connection with personal data that may arise in connection with the conclusion of an agreement.

If the agreed service include auditors' statements comprised by the State Authorised Public Accountants Act (e.g. audit, extended review, review and assistance with preparation), including, for example, the preparation of financial statements and tax returns and digital reporting, Sønderjyllands Revision will be the data controller for the personal data collected in this context.

If advice has been agreed in areas such as budgeting, financing, buying/selling a business, succession planning, restructuring and bankruptcy, choice of business form, entrepreneurship and business abroad, Sønderjyllands Revision will also be the data controller for the personal data collected.

If the agreement covers bookkeeping, payroll accounting, preparation of financial statements and tax returns without an auditors' statement, which includes personal data, Sønderjyllands Revision will be the data processor.

The data processing agreement will be annexed to this agreement.

In the case of combined services, where Sønderjyllands Revision is the data controller and the data processor respectively, the data processing agreement will apply to the part of the service where Sønderjyllands Revision is the data processor.

Sønderjyllands Revision has drawn up a privacy policy on the processing of personal data of persons whom Sønderjyllands Revision does not have individual contact with, including the customer's employees, customers, business partners, etc. Sønderjyllands Revision's privacy policy can be found at Sønderjyllands Revision's website. It is up to the customer to inform their employees, customers, etc. about Sønderjyllands Revision's privacy policy.

Rights of data subjects:

Right to see information (right of access): The customer has the right to access the personal data that Sønderjyllands Revision processes about the customer, as well as certain additional information.

Right to rectification (correction): The customer has the right to obtain rectification of any incorrect personal data about the customer.

Right to erasure: In certain situations, the customer has the right to obtain erasure of personal data before the time of our general deletion occurs.

Right to restriction of processing: In certain situations, the customer has the right to restrict the processing of the customer's personal data. If the customer has the right to restrict the processing of the customer's personal data, Sønderjyllands Revision may only process the data – apart from storage – with the customer's consent, or for the purpose of establishing, enforcing or defending legal claims, or for the purpose of protection a person or due to important grounds of public interest.

Right to object: In certain situations, the customer has the right to object against our otherwise lawful processing of the customer's personal data. The customer may also object to the processing of data for direct marketing purposes.

Right to transmit data (data portability/interception): In certain situations, the customer is entitled to receive the customer's personal data provided in a structured, commonly used and machine-readable format and to have this personal data transferred from one data controller to another without hindrance. The customer can read more about its rights in the Danish Data Protection Authority's guide to data subjects' rights. Please refer to www.datatilsynet.dk.

Governing law and jurisdiction

Sønderjyllands Revision's services and these Terms of Business are subject to Danish law.

Any disagreement or dispute between the parties concerning the understanding of the letter of agreement and/or these Terms of Business shall be settled according to Danish law by the Danish courts and with the Court of Sønderjyllands Revision's headquarters as the agreed place of jurisdiction.

Data Processing Agreement

Background for the Data Processing Agreement

This Agreement sets out the rights and obligations that apply to the data processor's processing of personal data on behalf of the data controller.

The Agreement has been designed to ensure the parties' compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), which sets out specific requirements for the content of data processing agreements.

The Data Processing Agreement and the letter of agreement are interdependent and cannot be terminated separately. The Data Processing Agreement may however – without termination of the master agreement, cf. the letter of agreement – be replaced by an alternative valid data processing agreement.

This Data Processing Agreement shall take priority over any similar provisions contained in other agreements between the parties, including the letter of agreement.

This Data Processing Agreement shall not relieve the data processor of any obligations under the General Data Protection Regulation or any other legislation directly imposed on the data processor.

Personal data covered by the agreement

This Agreement covers all types of personal data required for the agreement with the parties, including social security numbers, names (both the customer's employees and the customer's customers), trade union, pension and account numbers, etc.

Furthermore, the processing may involve sensitive and special personal data comprised by Articles 9-10 of the General Data Protection Regulation, if required for the purpose of the processing.

The category of data subjects will primarily include the data controller's employees and, depending on the task, also the data controller's customers or associates.

The collection of personal data is necessary for the data processor to fulfil its obligations under the master agreement.

Purpose and scope of data processing

The data processor's processing of personal data, including the scope, is for the purpose of performing the task set out in the letter of agreement.

Storage period

Personal data processed under this Data Processing Agreement will be stored until the agreed services, as set out in letter of agreement, have been performed.

Rights and obligations of the data controller

The data controller is responsible for ensuring that the processing of personal data complies with the General Data Protection Regulation, data protection provisions contained in other EU or member state law and these provisions.

The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.

The data controller is responsible, inter alia, for ensuring that the processing of personal data which the data processor is instructed to perform is authorised in law.

The data processor acts according to instructions

The data processor shall solely be permitted to process personal data on documented instructions from the data controller unless processing is required under EU or member state law to which the data processor is subject; in this case, the data processor shall inform the data controller of this legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28(3)(a).

The data processor shall immediately inform the data controller if instructions in the opinion of the data processor contravene the General Data Protection Regulation or data protection provisions contained in other EU or member state law. Subsequent instructions may be provided by the data controller during the processing of personal data, however, such instructions must always be documented and kept in writing, including electronically, together with these provisions.

Confidentiality

The data processor shall ensure that only those persons who are currently authorised to do so are able to access the personal data being processed on behalf of the data controller. Access to the data shall therefore without delay be denied if such authorisation is removed or expires.

Only persons who require access to the personal data in order to fulfil the obligations of the data processor towards the data controller shall be provided with authorisation.

The data processor shall ensure that persons authorised to process personal data on behalf of the data controller have undertaken to observe confidentiality or are subject to suitable statutory obligation of confidentiality.

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The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the above mentioned confidentiality.

Security of processing

The data processor shall implement all measures necessary pursuant to Article 32 of the General Data Protection Regulation, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing involved, and the risks of varying likelihood and severity to the rights and freedoms of natural persons.

Furthermore, the data processor shall assist the data controller in the data controller's compliance with the data controller's obligation pursuant to Article 32 of the General Data Protection Regulation, among others by making the required information available to the data controller regarding the technical and organisational security measures already implemented by the data processor pursuant to Article 32 of the General Data Protection Regulation and any additional information required for the data controller's compliance with its obligations pursuant to Article 32 of the General Data Protection Regulation.

Use of sub-processors

The data processor shall meet the requirements specified in Article 28(2) and (4) of the General Data Protection Regulation in order to engage another processor (sub-processor).

The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of this data processing agreement without the prior specific or general written consent of the data controller. The data processor has the data controller's general consent for the engagement of sub-processors.

In case of the replacement of sub-processors, the data processor shall notify the data controller at least 30 days before the replacement of the sub-processor that such replacement will take place. The data controller shall have the possibility to object to such replacement if the data controller has legitimate reasons.

When the data processor has the data controller's general or specific authorisation to use a sub-processor, the data processor shall ensure that the sub-processor is subject to the same data protection obligations as those specified in this data processing agreement on the basis of a contract or other legal document under EU or member state law, in particular providing the necessary guarantees that the sub-processor will implement the appropriate technical and organisational measures in such a way that the processing meets the requirements of the General Data Protection Regulation.

If the sub-processor does not fulfil its data protection obligations, the data processor shall be fully liable towards the data controller as regards the fulfilment of the obligations of the sub-processor.

The data controller has, at the commencement of this data processing agreement, approved the engagement of sub-processors. A list of the sub-processors used by the data processor can be obtained from the data processor.

Transfer of data to third countries/international organisations

The data processor shall solely be permitted to process personal data on documented instructions from the data controller, including as regards transfer (making available, disclosure and internal use) of personal data to third countries or international organisations, unless processing is required under EU or member state law to which the data processor is subject; in such a case, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28(3)(a).

Any transfer of personal data to third countries or international organisations shall always take place in compliance with Chapter V of the General Data Protection Regulation.

Assistance to the data controller

The data processor, taking into account the nature of the processing, shall, as far as possible, assist the data controller with appropriate technical and organisational measures, in the fulfilment of the data controller's obligations to respond to requests for the exercise of the data subjects' rights pursuant to Chapter III of the General Data Protection Regulation.

The data processor shall assist the data controller in ensuring compliance with the data controller's obligations pursuant to Articles 32-36 of the General Data Protection Regulation, taking into account the nature of the processing and the data made available to the data processor, cf. Article 28(3)(f). In this context, the data processor may invoice administrative costs in a 1:1 ratio to the data controller.

Notification of personal data breach

On discovery of personal data breach at the data processor's facilities or a sub-processor's facilities, the data processor shall without undue delay notify the data controller.

The data processor's notification to the data controller shall, if possible, take place within 24 hours after the data processor has discovered the breach to enable the data controller to comply with his obligation, if applicable, to report the breach to the supervisory authority within 72 hours.

Erasure and return of data

On termination of the processing services, the data processor shall be under obligation, at the data controller's discretion, to erase or return all the personal data to the data controller and to erase existing copies unless union or national law requires storage of the personal data.

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Unless otherwise agreed, the data processor will, after termination of the Agreement, delete the personal data after 30 days, unless Danish law requires otherwise.

Inspection and audit

The data processor shall make available to the data controller all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation and this Agreement, and allow for and contribute to audits, including inspections, performed by the data controller or another auditor mandated by the data controller.

If the data controller wishes to carry out an inspection, the data controller must always give the data processor at least 30 days' notice in this regard.

If the data processor or sub-processor has been issued with a security certificate (according to a recognised international standard), describing the security conditions of the data processor/sub-processor, the data controller shall first be satisfied with these.

The data controller shall bear all costs relating to the inspection of the processor and of sub-processors, including that the data processor shall be entitled to invoice the data controller at its usual hourly rate for all time spent by the data processor on such inspection, and the data controller shall be liable for any payment to the sub-processor.

The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's or the data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

Commencement and termination

This Agreement shall become effective on the date of both parties' signature to the letter of agreement.

The Agreement may be renegotiated by either party if changes in the law or inadequacies of the Agreement so require, and for as long as these other provisions do not directly or indirectly conflict with the provisions or affect the fundamental rights of the data subject and freedoms arising from the General Data Protection Regulation.

The Data Processing Agreement may be terminated according to the terms and conditions of termination, incl. notice of termination, specified in the Master Agreement.

This Agreement shall apply as long as the processing is performed. Irrespective of the termination of the Master Agreement and/or the Data Processing Agreement, the Data Processing Agreement shall remain in force until the termination of the processing and the erasure of the data by the data processor and any sub-processors.