Storm – House of Six Sigma ApS

Standard Business Terms

These Standard Business Terms ("Terms") shall govern the Services provided by Storm - House of Six Sigma ApS ("Storm") as set forth in the proposal (XXXX) provided by Storm to (XXXXX) ("Client").

1. Basis for agreement.

The letter of agreement together with the proposal and Standard Business Terms, constitutes the contract and expresses the complete understanding between the client and Storm Management, in regard to the written services. In addition, Storm will be entitled to refer to all decisions and approvals communicated by the Client.

2. Fees and Expenses

(a) Client shall pay Storm the professional fees including the related expenses in accordance with the Agreement. (b) Disbursement for travel, accommodation, living costs, multiplication, publications, data etc. are to be held by and invoiced directly to the Client. (c) All fee income is subject to law of VAT. (d) Unless other conditions are included in the Letter of Agreement, time and cost incurred are invoiced in arrears on a monthly basis. Payments are due no later than 30 days after invoice date. In case of delay in payments a monthly interest rate of 1,5% will be added to the invoice price.

3. Completion of Services

(a) Both Storm as well as the Client are obliged to notify the other part immediately in case of doubt about conditions, objective or completion of the services. (b) Neither of the parties is responsible for delays or shortcomings in performance, due to circumstantial lack of influence from both parties, including illness among the involved employees. Section

4. Client Responsibilities

As a pre-requisite to Storm Management's delivery of Services, Client shall (i) fulfill the Client Responsibilities and ensure that all Assumptions are accurate; (ii) provide Stormwith reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) furnish Storm personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, Stormshall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties.

5. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party as confidential, the Client agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (i) publicly known, (ii) already known to the Client; (iii) disclosed to a third party without restriction; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order.

6. Deliverables

Client may, solely for its internal business purposes, use, copy, distribute internally, and modify the deliverable items specifically described in the Statement of Work (the "Deliverables"). Client shall not, without Storm's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Storm shall retain all rights, title and interest in and to: (i) the Deliverables, including but not limited to all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Storm may develop or supply in connection with this Agreement (the "Storm Knowledge").

7. Acceptance

Client shall accept Deliverables which (i) conform to the requirements of the Statement of Storm. Client will promptly give Storm notification of any non-conformance of the Deliverables with such requirements ("Nonconformance"), and Storm shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverable before acceptance, fails to promptly notify Storm of any Non-conformance, or unreasonably delays the beginning of acceptance testing, then the Deliverable shall be considered accepted by the Client.

8. Risk Allocation

(a) Storm's total liability relating to this Agreement shall in no event exceed the fees Storm receives hereunder for the portion of the work giving rise to liability, or include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). (b) As Storm is performing the Services solely for the benefit of Client, Client will indemnify Storm, its affiliates and their partners, principals and personnel against all costs, fees, expenses, damages and liabilities (including defense costs) associated with any third party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement. (c) Storm will indemnify Client against any damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property incurred while Storm is performing the Services and to the extent caused by the negligent or willful acts or omissions of Storm's personnel or agents in performing the Services. (d) The provisions of this Section 7 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of Client, Storm, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law. (e) Any action against Storm must be brought within eighteen (18) months after the cause of action arises.

9. Personnel

(a) While Storm shall attempt to comply with Client's request for specific individuals, Storm shall be responsible Storm – House of Six Sigma A/S Standard Business Terms Last updated: SEPT. 2017 2 for assigning and re-assigning its personnel, as appropriate, to perform the Services. (b) During the term of this Agreement, and for a period of six (6) months following the

expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder.

10. Termination

(a) This Agreement may be terminated at any time by either party upon fifteen (15) days written notice to the other. (b) Client shall pay Storm for all Services rendered and expenses incurred as of the date of termination and shall reimburse Storm for all reasonable costs associated with any termination. (c) Except for matters related to confidentiality or intellectual property rights, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and, prior to pursuing litigation, use a mutually acceptable alternative dispute resolution process.

11. Data Protection

Client acknowledges that Client and/or its affiliates (i) are the controller(s) of any Client, affiliate, or third party data or databases accessed and/or processed by Storm in the course of performing the Services, including, but not limited to, data relating to individuals (the "Data"), and (ii) will be solely responsible to third parties for such Data, including, but not limited to, the individuals to whom the Data relate and Client and affiliate personnel. Client represents and warrants to Storm that all Data processing and transfers between Client and its affiliates on the one hand and Storm on the other hand have been and will be conducted in full compliance with any laws or regulations applicable to the protection of data. Client further acknowledges that Client and its affiliates are solely responsible for providing Storm with directions and instructions relating to any laws or regulations applicable to the protection of data, upon which directions and instructions Storm will rely exclusively when accessing and processing Data in performing the Services. In addition, Client shall be solely responsible for determining the existence of, and complying with, any laws or regulations applicable to the protection of data as they may apply to Storm's deliverables and Client's use thereof.

12. General

(a) Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding anything herein to the contrary, Storm may reference or list Client's name and/or a general description of the Services/project. Client also agrees that upon reasonable prior notice from Storm, Client will be willing to provide a reference for Storm (e.g. in the form of analyst telephone calls, client telephone calls, presentations, and the like). (b) Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, also including illness of involved personnel. (c) This Agreement may not be assigned or otherwise transferred without the prior express written consent of the other party.

Last updated: FEB. 2022