



TERMS AND CONDITIONS FOR WHISTLEBLOWER PARTNERS SCREENING SERVICE

Version 2.0, The 4th of October 2023

1. DEFINITIONS

- 1.1 In these Terms & Conditions the following definitions apply; “the Service Provider” means Whistleblower Partners ApS, “the Parties” means the Service Provider and the Customer, “the Screening Service” means the Whistleblower Partners Screening Service, “the System” means the Whistleblower Partners System, and “subscription period” means the period of time the Customer has subscribed to the Screening Service as specified in the Contract.

2. INTRODUCTION

- 2.1 These Terms & Conditions lay down the provisions that apply to all Customer's purchase of Whistleblower Partners' Screening Service. If the Customer has entered the Contract on the System and Screening Service combined, provisions in Licensing Terms for the System applies mutatis mutandis. (See the Licensing Terms on our website: [Link](#). The Customer's Terms & Conditions will not be applicable to the Service Provider unless there has been made an expressive separate written agreement thereof.
- 2.2 The Customer has subscribed to the Screening Service. The Screening Service is a service, where Whistleblower Partners (or Whistleblower Partners' law partners), provide screening and assistance to a Customer when receiving reports on breaches of Union Law (whistleblower reports) from the Customer's internal



Whistleblower Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

reporting channel. The Customer's internal reporting channel (the System) is provided by Whistleblower Partners.

2.3 The System is established on the grounds of the Whistleblower Directive⁷ or other legislation from the European Union (EU), requiring the Customer to have an internal reporting channel, as referred to in the Whistleblower Directive's Article 3(1). (See more regarding the description of the System in the License Terms for the Whistleblower Partners System: [Link](#).)

3. THE SERVICE

3.1 The Screening Service includes the following (exhaustive):

- Receiving whistleblower reports from whistleblowers,
- Screening of the reports, and assessment of whether the reports fall under the scope of application of the Whistleblower Directive,
- Confirmation of receipt of the report to the whistleblower,
- Clarification of the factual circumstances in the report,
- Written drafts of recommendations on how the case can be handled, including, for example, whether an investigation should be initiated,
- Transmission of the case to further processing in cooperation with the Customer, and recommendations for the further processing of the case to the relevant contact person at the Customer, depending on who is being reported on, and feedback to the whistleblower.

3.2 The Service Provider shall perform the above-described services for reports coming from the countries specified in the Contract, and countries where Whistleblower Partners operates.

3.3 Statements made during sales of the Service Provider are without significance to the Service Provider's obligations unless otherwise has been agreed in the Contract.

3.4 If Whistleblower Partners in the Contract has assigned one or more of Whistleblower Partners' law partners, the law partner(s) will provide the Customer



Whistleblower Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

with the Screening Service following Whistleblower Partners' agreements with the partner(s).

3.5 By separate and written agreement, Whistleblower Partners can provide additional assistance in the individual cases or make suggestions on how and with which external partners a specific case should be handled. However, additional costs may apply. (See Section 4.4).

3.6 Furthermore, Whistleblower Partners is a legal tech consultant firm specialized in consulting on the Whistleblower Directive and other legislation from the European Union (EU), requiring Customers to have an internal reporting channel, as referred to in the Whistleblower Directive's Article 3(1). Whistleblower Partners provides Customers with online internal whistleblower reporting channels (the System) and conducts screening of the reports (the Screening Service). Whistleblower Partners is not a law firm and does not act as such.

3.7 More information on the product information of Whistleblower Partners can be found on our website (<https://whistleblowerpartners.com/>).

4. DELIVERY

4.1 The Service Provider shall deliver the Screening Service in accordance with the time of delivery, the place of delivery, and the description of the Screening Service (Section 3.1) as laid out in the Contract and these Terms & Conditions.

4.2 The Service Provider shall make the Screening Service available for the Customer when the System has been set up, which is coordinated between the Parties.

4.3 The Service Provider has the freedom to plan and organize the execution of the Screening Service, including the time and place of execution of the service.

4.4 The conclusion of a Contract on Screening Service does not in any way limit the Service Provider's freedom to simultaneously perform services for other Customers.



4.5 Furthermore, the Service Provider is free to decide which persons perform the practical execution of the service.

5. PAYMENT

5.1 The Customer shall pay in accordance with the time of payment, the place of payment, and the amount as laid out in the Contract and in these Terms & Conditions.

- The Customer is obligated to pay the price of the subscription specified in the Contract, in the currency specified in the Contract. If the Customer has bought the System and Screening Service combined, the Contract Price is for both.
- The Contract Price is an annual price without VAT (Value-Added Tax).
- Payment of the subscription shall be in cash, no later than 14 (fourteen) days from the invoice date.
- The payment shall happen to the payment options stated in the invoice.
- The Customer shall carry any costs related to the transaction.
- The Customer is billed for 12 (twelve) months at a time, and the first payment is due upon signature of the Contract.

5.2 By separate and written agreement, Whistleblower Partners can provide additional assistance in the individual cases or make suggestions on how and with which external partners a specific case should be handled. The price for such additional assistance is determined by a separate and written agreement with the Service Provider and is also mutatis mutandis subject to these Terms & Conditions.

5.3 The Service Provider reserves the right to adjust the price for the subscription stated in the Contract, according to the development in the European Consumer Price Index from Eurostat (Consumer Price Index (CPI)): [HICP - monthly data \(index\) European Union – 27 countries](#). In case of a price adjustment, the Contract Price will be regulated with a rate, and the new price will apply to the subsequent billing period. The price adjustment must be notified to the Customer no later than one month (30 days), before the subsequent billing period. The price will be adjusted



Whistleblower Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

with a rate calculated on the basis of the development in the Consumer Price Index. The development is the percentual growth between a specific month in the year before the previous year (basis year) to a specific month the previous year.

Example. (CPI 2021 = 110, CPI 2022 = 112)

$$\frac{\text{CPI Previous Year}}{\text{CPI Basis Year}} = \frac{112}{110} = 1.018 = 1.8\% \quad \frac{\text{CPI Previous Year}}{\text{CPI Basis Year}} = \frac{112}{110} = 1.018 = 1.8\%$$

6. RENEWAL & TERMINATION

- 6.1 The subscription period will be renewed automatic at the end of all subscription periods if no notice of termination is given in due time by one of the Parties. The renewal consists of a subsequent subscription period of 12 (twelve) months.
- 6.2 Neither the Customer nor the Service Provider can terminate the Contract during the first subscription period. The first subscription period is the first period the Customer has subscribed to Whistleblower Partners' Screening Service.
- 6.3 The Contract is ongoing until termination by one of the Parties.
- 6.4 Termination can after the first subscription period take place at any time but must be given in due time. Notice of termination in due time is no later than one month (30 days) before the date of termination of the subscription stated in the Contract, and if the initial subscription has been renewed (Section 6.1), no later than one month (30 days) before the end of the renewed subscription period.
- 6.5 The termination takes effect for the next subscription period. Termination must be made in writing to Whistleblower Partners.



7. BREACH & REMEDIES

7.1 If the Customer fails to meet his obligations, including those mentioned in Section 5, the obligation to pay on time, at the right place, and the right amount, in the right currency, it will be considered a fundamental breach. It will also be considered a fundamental breach if it becomes known to the Service Provider that it will be impossible for the Customer to fulfill his obligations, including, inter alia, in the event of the Customer's bankruptcy or reconstruction proceedings.

7.2 If it is established that there is a fundamental breach from the Customer's side, the Service Provider shall use remedies of breach that the Service Provider finds appropriate. The Customer is in no case entitled to a refund.

- The Service Provider can demand that the Customer fulfill his obligations, and in such cases, the Service Provider must assert his intention in writing to maintain the purchase within 7 (seven) days after the breach is concluded.
- The Service Provider reserves the right to charge default interest on the purchase price if the Customer is late with the payment. The purchase price shall bear interest at the default interest rate every month (30 days) until the payment has been submitted. The default interest rate and other conditions regarding the payment of interest shall be determined in accordance with the Danish Interest Act⁸.
- The Service Provider can demand the Contract avoided, without notice and with immediate effect. If the Contract is avoided, the Service Provider reserves the right to claim a refund, which is to be determined under the specific circumstances.
- If the circumstances so warrant, the Service Provider reserves the right, in addition to the above, to claim compensation, that is to be determined in accordance with the general rules of Danish Law.
- The Service Provider is not in any way limited to the above-mentioned remedies of breach.



Whistleblower Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

7.3 If the Service Provider fails to perform the service in accordance with the time of delivery, the place of delivery, and the description of the service as laid out in the Contract and in these Terms & Conditions, there is a breach of the Contract, and the Customer is entitled to use the remedies of a breach in accordance with the general rules of Danish Law.

7.4 If it is established that there has been committed a breach from the Service Provider's side, the Customer shall notify the Service Provider in writing within 7 (seven) days after the conclusion of the breach if he wants to claim the defect. The Service Provider shall then exercise the right to rectify the breach, either by repair or by redelivery. Thereafter, additional remedies shall follow the general rules of Danish Law.

8. CONFIDENTIALITY

8.1 The Customer and the Service Provider undertake to treat confidential information that arises during the performance of the Contract, so that it remains inaccessible to unauthorized persons and with discretion, and to minimize the danger of unauthorized persons gaining knowledge of it.

8.2 Confidential information is regarded mutatis mutandis as being business secrets in accordance with the Danish Business Secrets Act⁹.

8.3 The subjects of the duty to confidentiality, are employees, representatives, and other persons of the Parties, who gain access to confidential information. The duty to confidentiality applies after the termination of the Contract as well.



Whistleblower Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

9. PERSONAL DATA

- 9.1 When the Service Provider delivers the Screening Service and the System to the Customer in combination, the Service Provider is a Data Controller as stated in Article 4(7) of the General Data Protection Regulation (GDPR)^{10,11}
- 9.2 Data Controllers must provide information under GDPR Articles 13 and 14 to persons mentioned in a whistleblower report (Section A of the Privacy Policy) and persons who submitted the whistleblower report (Section B of the Privacy Policy).
- 9.3 The Privacy Policy can be found on our website (whistleblowerpartners.com/legal/).

10. LIABILITY

- 10.1 The Service Provider is under no circumstances liable for indirect losses or consequential damages arising in connection with the subscription to Whistleblower Partners' Screening Service. Furthermore, the Service Provider is not liable for circumstances that can be attributed to the Customer's own equipment and people.
- 10.2 Liability of the Service Provider arising from the Contract shall under no circumstances exceed the Contract price for the subscription period.

11. FORCE MAJURE

- 11.1 The Service Provider shall not be held liable for matters beyond his control, which he could not be expected to take into account at the conclusion of the Contract.



Whistleblower Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

11.2 Matters beyond control are understood as, but not limited to, war and mobilization, civil unrest, natural disasters, strikes, lockouts, failing supplies of raw materials, fires, damage to production equipment, disruption of ordinary communication and traffic, including energy supply, and import or export bans. Matters impacting the Service Provider's suppliers are considered force majeure under the Contract.

12. AMENDMENT

12.1 The Service Provider may change these Terms & Conditions. If changes are made, the Customer shall be notified on the date of the amendment. The Service Provider's notice to the Customer must state the changes made. The Service Provider will consider the Customer's silence as tacit acceptance of the Terms & Conditions.

12.2 However, if fundamental changes to the Terms & Conditions occur, that is (exhaustive) changes relating to the Customer's obligations, excluding price adjustments (Section 5.3), and the Service Provider's rights, the Customer shall be notified no later than one month (30 days), before the date of termination of the subscription period. Fundamental changes to the Terms & Conditions shall take effect from the next subscription period.

13. CHOICE OF LAW & JURISDICTION

13.1 All disputes arising out of or in connection with the Contract, shall be governed by Danish Law.

13.2 Such disputes, including disputes regarding the existence, the validity, or the termination of the Contract, shall be settled at the Danish Courts.