

TERMS AND CONDITIONS

1 BACKGROUND

The Trade Compliance House ApS (Second name: Lykke Schmidt ApS – Cvr.nr. 41144815) (Trade Compliance House) is owned by attorney-at-law Annelise Lykke Schmidt. The Trade Compliance House provides trade compliance management services such as courses and training (physical or online) in export control, sanctions and compliance with these legal rules, assistance with ECCN classification, risk assessments and design and testing of internal trade compliance programs.

Contact details for Trade Compliance House:

Trade Compliance House ApS Bredgade 3, 4., DK-1260 Copenhagen, Denmark Phone: +45 4040 1681 als@tradecompliancehouse.com.

These terms and conditions apply to all services (incl. memberships and subscriptions) and products that Trade Compliance House delivers, unless otherwise agreed in writing.

2 ONLINE SERVICES AND PRODUCTS

When you purchase products, including services, subscriptions, and other offerings, online from us, the details of your purchase will be specified in an order confirmation. Products are delivered either digitally via email, as physical courses or events, or through postal or courier services. It is important to check your spam filter for digitally delivered products. Payment options include Dankort, VISA, and Mastercard, and all prices are stated in Danish Kroner, inclusive of VAT, unless otherwise specified.

Regarding subscriptions and installment payments, the amount indicated on the product page will be automatically deducted for each subscription period or installment. You will receive a receipt via email for each payment, and it is your responsibility to save these receipts. After the commencement of your subscription, you will also receive a confirmation email. We are unable to adjust our system for specific spam filters or email addresses, so it is your responsibility to ensure that you receive our emails, but you are welcome to contact us in case of any problems. You can cancel your subscription at any time by logging into your account and following the instructions in your invoices. The cancellation is effective immediately, but you are still required to pay for any invoices already issued. To change the payment card used for your subscription or installment payment, please follow the link in your invoices.

Delivery of products usually occurs within a few minutes but can take up to 5 business days in special cases. You have a 14-day return policy from the purchase date. If you wish to cancel your purchase within this period, you can contact us via email for a full refund. Please note, however, that the right of return does not apply to digitally delivered goods and services once they have been used. A product is considered used once you have accessed it.

By purchasing a subscription as a consumer, you consent to the waiver of the 14-day right of withdrawal.

When you purchase digital products, they are yours to keep indefinitely, unless otherwise specified or until the subscription is canceled. However, we are not committed to hosting the material indefinitely and will provide at least 14 days' notice if we are to close access. It is your responsibility to download and back up the material. You will receive a separate email with login information for the digital products. It is important to save this information, as you will need it to access your materials. You can log in with the email you used for the purchase or your Simplero ID. If you have forgotten your password, you can request a new one on the login page. Access to the material is also possible through the "Simplero" app.

All rights to courses, workshops, events, and digital products belong to Trade Compliance House. Purchasing these products grants you personal access and a license to the product as described under the respective product. This access and license are non-transferable, and sharing or sublicensing is not allowed.

Finally, we reserve the right to change the terms and conditions for online products without special notice. The current conditions will always be available on our website, and it is recommended that you regularly stay informed about any changes.

3 TRADE COMPLIANCE MANAGEMENT SERVICES

The nature and scope of Trade Compliance Management Services not bought online is agreed at the start of the assignment, e.g. in an engagement letter. This can later be changed or expanded upon.

All assignments are carried out under the rules of Danish law in force and applicable. To the extent that legal advice is provided, such advice will only cover the content of Danish law and EU law, unless otherwise expressly agreed.

When we receive the assignment, we ensure that there is no disqualification or conflict of interest under our internal conflict of interest procedures, restrictions and/or other hindrances under applicable sanctions. If incapacity, a conflict of interest, other restrictions and/or other hindrances arises during the case, which, in our sole discretion, means that we must withdraw from further assistance, we are entitled to do so.

The same applies if, in a specific assignment, we no longer find that we can contribute in compliance with your best interests. Trade Compliance House reserves the right to withdraw and terminate the assignment in such cases.

When an assignment is completed, Trade Compliance House returns original case files. Trade Compliance House archives its own case files for a minimum of five years from the the contracting party's payment of the final bill.

4 FEES, AND INVOICING

Unless otherwise agreed, services are settled according to time consumed and any product at the price offered. Trade Compliance House will provide information on the hourly rates used.

5 SETTLEMENT

The fee is determined based on the scope of the work, including work outside normal working hours, the responsibility associated with the assignment, the complexity of the case, the degree of specialist knowledge, the result achieved and whether it has had an urgent nature.

It can be challenging to assess a fee based on the information available on receipt of the assignment, but in accordance with the rules of the Danish Bar Association, we provide a reasoned estimate and information on the expected outlays and charges, just as we inform you as early as possible if it turns out that the total fee is expected to exceed the estimate. It can also be agreed that a notification is given to you every time a certain level is exceeded.

Other price models can be agreed, including a fixed price based on specific conditions, fixed price, coupon or subscription payment.

Time is recorded from the start of the assignment to completion according to quarter started. Time registration includes all work that can be related to the case, including meetings, preparation of meetings, telephone conversations, transport time, obtaining information for use in the case and the creation of the case, KYC and other onboarding activities, production and copying of documents, material collections and extracts and work with the assignment in general.

You must pay assignment-related costs and expenses, including fees, registration fee, courier service, reasonable travel and accommodation expenses, catering, major copying and shipping - costs and external transmission costs in addition to the fee. Such outlays and costs must be paid in advance on demand.

As a rule, all assignments will be settled in arrears. Unless otherwise agreed, payment is made by agreement on a fixed price or delivery of products prior to the start of the assignment or delivery of the product. Subscriptions are paid monthly in advance.

All prices are regulated once a year on 1 January as a starting point with an amount corresponding to the change in the Danish net price index.

Fees and other prices are subject to VAT. The invoice amount is payable without regard to local taxes in the contracting party's country of domicile or costs for payment transfers etc. The payment terms are net contact 8 days from the invoice date unless otherwise agreed. In case of late payment, late payment interest is calculated at 1.5% per month. In the event of late payment, Trade Compliance House reserves the right to suspend all assistance and work on an assignment, including refraining from delivering the product, and to terminate the agreement.

6 ANTI-MONEY LAUNDERING, KYC, AND DATA PROTECTION

Trade Compliance House is subject to the rules of the Anti-Money Laundering Act and must obtain and store identity information on the contracting party under the rules of this Act. Trade Compliance House must, among other things, also obtain and store information about the contracting party's ownership and control structure to identify the beneficial owners if the contracting party is a legal person. Identity information obtained in accordance with the Anti-Money Laundering Act is processed for the purpose of preventing money laundering or the financing of terrorism, anticorruption and compliance with the rules covered by trade compliance (export control and sanctions). The identity information is not used for commercial purposes.

Trade Compliance House processes personal information in connection with assistance, delivery and other services to clients in a number of assignments. For this, please refer to Trade Compliance House's Data Protection Policy. It is particularly noted that, if an assignment includes services or deliveries from Lykke Schmidt Advokatanpartsselskab (law firm) (Company No. 43772694), Trade Compliance House will have to be able to pass on personal data to the law firm if it is relevant or required for Trade Compliance House to fulfill its/ their obligations according to the assignment and/or applicable law, including ensuring that no conflict of interest exists.

By engaging Trade Compliance House or placing an order, you simultaneously consents to Trade Compliance House sharing and transferring personal data as described above.

7 CONFIDENTIALITY AND INSIDER TRADING

Trade Compliance House will treat all non-public information received by or about the buyer or the contracting party as strictly confidential. Trade Compliance House may, however, within the framework of the assignment, present correspondence etc. as attachments to public authorities that process a case related to the assignment.

Everyone in Trade Compliance House is covered by the current legislation on the prohibition of the disclosure of internal information about listed companies and restrictions on trading in listed securities and by a set of rules established by the company.

8 LIABILITY, LIMITATION OF LIABILITY INTEREST AND INSURANCE

Trade Compliance House is responsible under Danish law.

Liability is, however, limited to the amount Trade Compliance House is entitled to in fees for the assignment in question or price for a product, however a maximum of DKK 2,500,000 per assignment. In addition, the total sum insured for a given insurance year on the part of the insurance company is limited to DKK 2,500,000, which will be a further limitation in Trade Compliance House's responsibility towards the buyer or the contracting party, if the total sum insured is fully or partially utilized in a given insurance year. On request, Trade Compliance House informs about any utilization of the insurance sum at the start of the assignment.

When starting a new case, you are encouraged to consider whether there is a need/desire for greater insurance coverage and to communicate this immediately. If necessary, additional cover is taken out for the specific case. The costs for this are borne by the you as the buyer or the contracting party.

Trade Compliance House is not responsible for indirect losses or consequential damages, including operational losses, loss of data, lost profits, goodwill, reputation, etc.

You can only raise claims against Trade Compliance House and not against the owner or employees.

If it is relevant that advice is obtained from other advisers, for example, about foreign law, or assistance from other consultants, Trade Compliance House can assist you with this. This is not to be considered advice on foreign law.

Trade Compliance House is not responsible for actions and omissions, including any errors made by advisers and other third parties to whom Trade Compliance House have referred you as the contracting party or assisted you in obtaining advice from. This also applies to subcontractors who are not affiliated with Trade Compliance House, to whom Trade Compliance House has entrusted parts of the solution to the assignment by special agreement with the you as the contracting party.

An example of a subcontractor associated with Trade Compliance House is Lykke Schmidt Advokatanpartsselskab. Trade Compliance House will be responsible for training, counseling, assistance and deliveries from this law firm in the same way as if they were provided directly by Trade Compliance House.

Trade Compliance House, its owner and employees are covered by Trade Compliance House 's liability insurance taken out.

9 INTELLECTUAL PROPERTY RIGHTS AND -MARKETING

You as the buyer or the contracting party obtains the rights necessary to use the written or electronic material, concepts, ideas, creations and works that Trade Compliance House delivers to you as the buyer or the contracting party or gives you access to, in accordance with the agreement. Unless otherwise agreed, Trade Compliance House has and retains all other intellectual property rights to material, concepts, ideas, creations and works that Trade Compliance House creates or invents. Our counselling and assistance are targeted at the specific purpose and may therefore not be used for any other purpose without our express prior acceptance. Unless otherwise agreed, we are solely responsible to you as the buyer or the contracting party and not to third parties for the advice provided and other deliveries.

Once an assignment has been completed, Trade Compliance House is entitled to include the contracting party's name and logo in the official reference list used for marketing purposes.

10 CHOICE OF LAW AND VENUE, ETC.

Any agreement with Trade Compliance House as well as any claims against Trade Compliance House, its owner or employees are subject to Danish law. Disputes must be brought before Danish courts, which have exclusive jurisdiction to hear cases against Trade Compliance House. Any disputes must be brought before Trade Compliance House's jurisdiction.

January 2024