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| Consultancy Agreement | | |
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**[Company]**

(CVR no. **[number]**

**[address]**

**[address]**

(the "Company")

and

**[Name]**

**[address]**

**[address]**

(the "Consultant")

(each a “Party” and collectively the "Parties")

have today entered into this consultancy agreement (the "Agreement").

1. Commencement of appointment
   1. The Consultant will with effect from **[date]** until **[date]** provide his consultancy services to the Company.
2. Scope of the Agreement
   1. During the term of this Agreement, the Consultant shall use the Consultant’s utmost endeavors to promote the business and shall perform those assignments, which are from time to time to be assigned to or vested in the Consultant by the Company.
   2. The Company hereby commissions the Consultant to perform the statement of work mentioned below in section 2.3, and the Consultant hereby accepts the commission, on the terms and conditions set out herein.
   3. The work includes **[description of assignments]**.
   4. The Consultant shall perform the work according to this Agreement as an independent contractor and shall not be deemed an employee of the Company for any purpose.
   5. The tax consequences for a Party shall be of no concern for the other Party as the Parties agree that the Consultant shall pay taxes and other applicable fees and/or expenses required by law. Consequently, if the Company is obliged to pay taxes of other applicable fees and/or expenses on behalf of the Consultant, the Consultant shall fully indemnify the Company.
   6. The Consultant may take **[his/her]** holiday at **[his/her]** convenience provided that the Consultant renders the services under this Agreement and performs the assignments assigned to **[him/her]**.
   7. The Parties expect that the consultancy services for the Company will amount to approximately **[\*\*]** hours per week. The Consultant acknowledges that the consultancy services to be performed for the Company may require **[him/her]** to work more than the expected number of hours per week.
   8. Without prejudice to the generality of the foregoing the Consultant will observe such directions as the Company may give with regard to the performance of the Consultant’s services and shall observe such conditions as are placed on the powers of the Consultant by the Company.
3. Supplies from the Company
   1. The Company is obligated to make available to the Consultant material, deemed necessary by Company for the Consultant to reasonably perform **[his/her]** consultancy services. Such material (including **[lap top], [mobile phone], [internet connection][ and telephone][\*\*]**) shall be returned to the Company at termination or expiry of this Consultancy Agreement in accordance with clause 10.
   2. The Consultant is responsible for payment of any personal taxes levied as a result of this Clause 3.
4. Permissible Activities
   1. Provided that the Consultant fulfils the obligations set forth in this Consultancy Agreement and provided that the Consultant does not participate in competing business the Consultant may freely take part in or have interest in any other business and, except as provided in clauses 8 and 9, nothing in this Agreement shall in any way preclude the Consultant from engaging in any other business activities or from performing services for **[his/her]** own account or for the account of others.
5. Consultancy Fee
   1. The consultancy fee is DKK **[amount]** exclusive of VAT (if applicable) per **[month/hour]**.
   2. The Consultant shall invoice the Company for the work undertaken for the Company by submitting an invoice. The invoice shall contain a statement of the hours worked and any travel, entertainment and other related expenses.
   3. The Company shall reimburse the Consultant for reasonable travel, entertainment and other related expenses incurred on behalf of the Company in accordance with the Company’s policies from time to time. The Consultant shall no later than at the expiry of each month submit a statement with documentation covering such expenses (including original receipts).
6. Place of Work
   1. The Consultant shall perform the consultancy services at any premises chosen by **[him/her]**.

[ALTERNATIVE:

* 1. The Consultant shall perform the consultancy services at the Company’s premises. ]

1. Professional Duty of Silence and Return of Material
   1. The Consultant is subject to a duty of silence in relation to all matters, which **[he/she]** may learn during **[his/her]** engagement as a consultant to the Company relating to the business and any and all other confidential information of the Company, its customers or other third parties with which the Company is in contact.
   2. The Consultant is aware that during the term of this Agreement **[he/she]** will have access to and be entrusted with information in respect of the business of the Company and its dealings transactions and affairs and likewise in relation to its affiliated companies all of which information is or may be confidential.
   3. The Consultant shall not (except in the proper course of **[his/her]** assignment) during or after the period after the expiration of this Agreement divulge to any person or otherwise make use of (and shall use **[his/her]** best endeavours to prevent the publication of disclosure of) any trade secret, secret manufacturing process or any confidential information concerning the business or finances of the Company or any of its dealings, transactions, affairs, any trade secret or secret manufacturing process or any such confidential information concerning any of the affiliated companies or any of its suppliers, agents, distributors or customers.
   4. All notes and memoranda of any trade secrets or confidential information concerning the business of the Company and its affiliated companies or any of its suppliers, agents, distributors or customers which are acquired, received or made by the Consultant during the term of this Agreement, shall be the property of the Company and shall be surrendered at the expiration of this Consultancy Agreement by the Consultant or someone duly authorised by him together with all materials held by the Consultant or at the request of the Company at any time during the term of this Agreement and the Consultant is not entitled to impose any lien on such material.
   5. The duty of silence set out in this clause 7 shall also apply after the expiration of this Agreement.
   6. Breach of the duty of silence set out in this clause 7 shall be deemed a serious breach of the Agreement and may lead to an immediate termination in accordance with clause 10.
2. Know-how, Copyright and Inventions
   1. The Company owns all know-how, discoveries, processes or improvement in procedure developed or discovered by the Consultant during and forming part of his assignment notwithstanding in which medium this is available, including among others any developments that the Company has agreed to contribute to any source code library. The Consultant shall immediately disclose to the Company any such developments or discoveries.
   2. Subject to the provisions of the Danish Copyright Act (in Danish: *ophavsretsloven*) and the Danish Patents Act (in Danish: *patentloven*) if at any time during the term of and in connection with this Agreement the Consultant makes or discovers or participates in the making or discovery of any intellectual property relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or affiliated companies full details of the intellectual property shall immediately be communicated by the Consultant to the Company and shall be the absolute property of the Company. At the request and expense of the Company the Consultant shall give and supply all such information, data, drawings and assistance as may be requisite to enable the Company to exploit the intellectual property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the intellectual property in such parts of the world as may be specified by the Company for the vetting the same in the Company or as it may direct.
   3. This Agreement serves the Company as legitimisation for registration of the intellectual property rights concerned.
   4. In respect of intellectual property falling under clauses 8.1 and 8.2 the Consultant irrevocably appoints the Company to be **[his/her]** attorney in **[his/her]** name and on **[his/her]** behalf to sign execute or do any such instrument or thing and generally to use **[his/her]** name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause 8 and in favour of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.
   5. Rights and obligations under this clause 8 shall continue in force after termination of this Agreement in respect of intellectual property made during the Consultant’s assignment under this Agreement and shall be binding upon **[his/her]** representatives.
3. Restrictive Covenant
   1. The Consultant is obliged not to conduct business directly or indirectly, for **[his/her]** own account or for a third party’s account, in competition with the Company and/or any of its subsidiaries during the term of this Agreement and **[12 (twelve) months]** following the expiry of this Agreement without the prior written approval of the Company.
   2. Similarly, the Consultant covenants that **[he/she]** will not for a period of **[12 (twelve) months]** from the termination of the Agreement acquire or attempt to acquire the Company’s customers by directly or indirectly canvassing or soliciting of orders or services from or seek to establish business relationship with regard to any activities competing with any business conducted by the Company and/or any of its subsidiaries and affiliates.
   3. In case of a breach of the above obligations by the Consultant, the Consultant shall pay the Company a fixed amount of DKK **[\*\*]** for each breach, without prejudice to the right of the Company to claim additional damages in excess of the above mentioned fixed amount.
   4. Any actions in breach of the above mentioned non-competition and/or non-solicitation clauses may be subject to injunction proceedings. Furthermore, the Consultant must pay an agreed penalty corresponding to DKK **[\*\*]** for each and every breach of the non-competition clause and non-solicitation of customers clause which has not been remedied within two (2) weeks of the Company notifying the Consultant in writing of the breach. This shall be in addition to any compensation payable to the Company for any loss suffered in this connection. If the breach is a continuing breach of any obligation under this clause, then the breach shall be deemed to occur every month until the breach is remedied. Payment of the agreed penalty or compensation will not terminate the operation of this clause.
4. Termination
   1. During the term of this Agreement, the Parties may terminate the Agreement in writing by **[three (3)]** months written notice to take effect at the end of a month.
   2. Upon expiry of the termination period set out in clause above, the Company shall pay all fees and other amounts due under this Agreement.
   3. The Agreement may be terminated without notice or payment of consultancy fees for the termination period, if the Consultant is guilty of any gross default or misconduct in connection with or affecting the business of the Company or another company (such as the Company's customers) to which the Consultant is required by this Agreement to render services or in the event of a serious breach or material non-observance by the Consultant of any of the stipulations contained in this Agreement.
5. Data Protection
   1. The Consultant consents to the Company processing personal data within the Company or affiliated companies for administrative purposes and for the purposes of complying with applicable laws, regulations and procedures.
6. Miscellaneous
   1. Notices may be given to either Party by letter or email addressed to the other Party at (in the case of the Company) its registered office for the time being and (in the case of the Consultant) **[his/her]** last known address. The Consultant shall keep the Company informed of his contact information from time to time so that a notice sent by the Company to the latest address stated by the Consultant shall be deemed a legal and valid notice.
   2. This Agreement contains the entire understanding between the parties and supersedes all previous agreements and arrangements both written or oral (if any) relating to the appointment of the Consultant by the Company or **[his/her]** prior assignment or the rendering of any type of services, including among others acting as a board member of the Company.
   3. It is understood and agreed that nothing contained in this Agreement shall be deemed to create an employer/employee relationship between the Company, on the one hand, and the Consultant on the other hand. The Consultant is not subject to the Danish Salaried Employees Act (in Danish: *funktionærloven*) or the Danish Holidays Act (in Danish: *ferieloven*).
7. Assignability
   1. The Consultant is not entitled to assign, transfer or sub-contract any of **[his/her]** rights or obligations hereunder to any third party without the prior written consent of the Company.
8. Governing Law and Jurisdiction
   1. This Agreement, including disputes regarding its existence or validity and disputes regarding this clause on governing law and jurisdiction and the court proceedings, is governed by Danish law, irrespective of any conflict-of-laws rules which might refer the dispute to the laws of another jurisdiction.
   2. Any dispute arising out of or in connection with this Agreement, including disputes regarding its existence or validity and disputes regarding this clause on governing law and jurisdiction and the court proceedings, must be decided by the ordinary Danish courts.

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| Date: |  | Date: |
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| For **[the Company]**: |  | For **[the Consultant]**: |
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|  |  |  |
|  |  |  |
| Name: |  | Name: |