



Kailow A/S - Terms of Business

These Terms of Business shall apply to all agreements entered into with the companies of the Kailow A/S, unless otherwise agreed in writing.

In these terms and conditions “the customer” means the customer and the “supplier” means the company that performs work for Kailow A/S.

The Terms of Business are divided into the following sections:

- general conditions (section 1–17);
- additional conditions for banners and outdoor ads (section 18);
- additional conditions for audio content, photographs, videos and other visual media, as well as advertising and communication (section 19);
- additional conditions for online/digital content (section 20); and
- additional conditions for anthropological studies (section 21).
- additional conditions for External Suppliers (Customer clause for Kailow’s external suppliers, section 22), (The External Supplier’s use of subcontractors, section 23), (Confidential information, section 24) and (Copyright, section 25).

In the event of a disparity between the terms specified in the “General Conditions” and “Additional Conditions”, the “Additional Conditions” shall take precedence.

General conditions

1. Quotation and agreement

- 1.1. Quotations are binding on Kailow for eight (8) days counted from the quotation date; however, Kailow is entitled to adjust prices prompted by market-price fluctuations.
- 1.2. An agreement is concluded when the Ordering Entity’s acceptance has been received by Kailow.

2. Price

- 2.1. All prices are exclusive of VAT, delivery charges and an environmental fee of 195 kr. Which will be added to each invoice.
- 2.2. In the event that, during the period of time leading up to completion of the order, increases occur in wages, material prices, public taxes or other costs, Kailow is entitled to adjust the price to account for such documented increases.
- 2.3. Prices in foreign currency are based on the current exchange rate in Danish kroner (DKK) on the quotation date or order confirmation date. For exchange-rate changes occurring before payment, Kailow reserves the right to change the price correspondingly.



- 2.4. In addition to the quoted or agreed price, Kailow is entitled to demand payment for the following:
- Extra work as a result of the source material given to Kailow by the Ordering Entity turning out to be incomplete, unsuitable or inadequate.
 - Extra work resulting from the Ordering Entity requesting corrections or changes to the submitted material after the work process has commenced.
 - Extra work resulting from the Ordering Entity carrying out more proofreading cycles than agreed in the quotation.
 - Overtime and measures agreed with the Ordering Entity after the signing of the agreement.
 - Storage, delivery, handling and dispatch of the Ordering Entity's digital or analogue material and tools after delivery has taken place.
 - Extra work caused by the agreement not being able to be implemented in a continuous production process due to circumstances at the Ordering Entity.
- 2.5. Out of consideration for the completion of the work in a continuous work flow, the Ordering Entity is under an obligation to reply to Kailow's requests as soon as possible. If the Ordering Entity fails to reply or is late in doing so, Kailow reserves the right to postpone the time of delivery, and is also entitled to demand additional payment from the Ordering Entity.
- 2.6. If Kailow receives return mail in connection with a dispatch, a bill corresponding to the return postage will subsequently be sent, calculated on the basis of PostNord's normal rates, to which an administration fee of DKK 195.00 will be added. Please note that the return postal invoice will be sent up to 1.5 months after the invoice that has already been sent in connection with the completed task.

3. Delivery

- 3.1. The order is to be delivered on the date agreed with the Ordering Entity.
- 3.2. In the event that a delivery date is not agreed, Kailow determines the delivery date.
- 3.3. If Kailow's cost of delivering the order is increased as a result of circumstances at the Ordering Entity, the Ordering Entity is under an obligation to pay the increased price calculated by Kailow.
- 3.4. The place of delivery is ex works, unless Kailow undertakes to deliver the product to the Ordering Entity. If this is the case, the dispatch shall take place at the expense and risk of the Ordering Entity and delivery is considered as having taken place once the product has been handed over to an independent carrier.
- 3.5. If a delay occurs, the Ordering Entity shall only be entitled to terminate the agreement if, at the same time as entering into the agreement, the Ordering Entity has emphasised the importance of delivery taking place on a specific date and time and given that a material delay, cf. section 12.1, which causes significant inconvenience to the Ordering Entity, has actually occurred.



3.6. Kailow is entitled to postpone the date of delivery as a result of a delay caused by:

- Matters relating to the Ordering Entity, including modifications demanded by the Ordering Entity;
- Defects and deficiencies in production equipment;
- Factors that are beyond Kailow's control, including, but not limited to, illness of Kailow's employees, fire, water damage, labour conflicts, natural disasters, or other similar force majeure situations; these do not constitute a breach committed by Kailow and entitle Kailow to extend the delivery deadline.

4. Payment

- 4.1. Payment shall be made on the date specified in the quotation, in the order confirmation or on the invoice as the last day for punctual payment or otherwise in cash on delivery.
- 4.2. Interest is accrued from the due date in the amount of 1.5% per month or any part thereof.
- 4.3. At the request of Kailow, the Ordering Entity is at any time under an obligation to provide a bank guarantee as security for payment. If this request is made after the signing of the agreement, Kailow is under an obligation to indemnify the Ordering Entity for any expense relating to this.
- 4.4. Unless otherwise agreed, orders totalling more than DKK 100,000.00, exclusive of VAT, shall be paid for in the amount of 50% at the time of placing the order and the remainder in accordance with the terms of payment agreed.

5. Title, copyright, etc.

- 5.1. The copyright for any preparatory works, concepts, creative proposals, original material, layout, etc. developed by Kailow belongs to Kailow and may not be transferred to a third party or modified without Kailow's consent.
- 5.2. Whatever Kailow has produced or outsourced in the way of preparatory works, intermediate products, materials, tools, etc., for use in the order remains the property of Kailow and shall be returned to Kailow and thus may not be used by the Ordering Entity. This shall apply regardless of whether the produced material is invoiced separately.
- 5.3. The material covered in section 5.2 may only be used for works for the Ordering Entity and will be stored only in accordance with a separate agreement to this effect.
- 5.4. For material, etc. developed by the External Supplier, please refer to section 25.

6. Marketing

- 6.1. Kailow is entitled to use the Ordering Entity and the service as a reference, including with a description/reproduction of the service.



7. Printing and similar services

- 7.1. Kailow cannot be held liable for defects which the Ordering Entity has not corrected in writing as part of review and/or proofreading process, including printed material, digital information, proof copy and similar. Thus, Kailow is not under an obligation to perform its own proofreading or any other type of quality assurance of the Ordering Entity's selection of text, colours, etc.
- 7.2. The Ordering Entity is not entitled to a reduction in price or to refuse to accept the service ordered in the event of minor deviations from an approved proof copy or agreed specification.
- 7.3. Kailow has the right to a delivery deviation of up to 10% of the agreed print run. In instances where paper or other material has been specifically produced for the order by a party other than Kailow, Kailow has the right to a reasonable delivery deviation beyond the 10% of the agreed print run, though at most equivalent to the material supplier's terms of delivery.
- 7.4. Kailow cannot be held liable for faulty placement of adhered or inserted elements if the Ordering Entity has not given Kailow precise instructions about the placement of these.
- 7.5. Kailow is not under an obligation to verify the print run received in terms of volume or condition. Kailow is entitled to deliver print runs, as a fully satisfactory delivery, containing defective specimens constituting up to one half of one percent (0.5%) of the print run.
- 7.6. For the processing of work which is to be dispatched to more than one address, Kailow cannot be held liable for any material that is forwarded incorrectly. The Ordering Entity is responsible for verifying that the content is correct.
- 7.7. Kailow cannot be held liable for the final result if Kailow does not receive printed sheets with fold marks and cropping marks or cropped samples of sheets, books, posters, covers and dust covers.
- 7.8. Kailow cannot be held liable for damage to printed material which was not dry on receipt. Kailow cannot be held liable for dry printed matter which rubs off/blurs.
- 7.9. Kailow offers no guarantee against defective or duplicated numbers for orders containing numbered works. For orders containing works that are numbered on receipt, any corrections of numbers will be calculated as an extra charge.



8. Definition of a print-ready PDF

8.1. A print-ready PDF must be submitted in CMYK.

- Coated Fogra39 is used for coated paper.
- Uncoated Fogra29 is used for uncoated paper.
- A print-ready PDF for uncoated paper must not contain a total colour application of more than 300 %.
- A print-ready PDF must have 3 mm for cropping in addition to the cropped format.
- 3 mm for cropping all outer edges on books and booklets.
- All 4 sides of loose leaf pages, folders and wire-o bindings must be cropped.
- Booklets, book and loose leaf content must be a single-page PDF.
- Book and multi-leaf folder covers must be received as posters.
- Varnishing, embossing and punching forms are supplied in spot colour.
- A print-ready PDF must be delivered in Acrobat 4 – version 1.3 – i.e. cannot contain any transparency.

8.2. Images should have a resolution that is relevant to the viewing distance

- 150 – 300 ppi for ordinary printed matter – where the distance is approximately 15-50 cm.
- 72 – 150 ppi for posters, etc. - where the distance is approximately 50 cm +.
- 10 – 100 ppi for banners – where the distance is from 5-20 m +.

The more ppi (pixels per inch) the better the sharpness.

8.3. Overprint

- Small black texts MUST be 100% black. Does not consist of all 4 colours.
- Larger black texts and boxes can be made in deep black,
For example: 60% Cyan / 40% Magenta / 40% Yellow / 100% Black.

9. Review and complaint

9.1. Upon receiving the order, the Ordering Entity is under an obligation to immediately review and inspect it for defects and deficiencies, including verifying that the quantity is correct. If an order is defective, the Ordering Entity is under an obligation to file a complaint to this effect immediately. Failure to submit a complaint in writing in good time will mean that the Ordering Entity loses the right to invoke defects and deficiencies.

10. Liability

10.1. Kailow can never be held liable to pay compensation for damage or financial loss imposed by Kailow on the other party in the contractual relationship.

10.2. Kailow cannot be held liable for the Ordering Entity's operating loss, loss of profit, lost time or other indirect loss, including as a result of the Ordering Entity's legal situation vis-à-vis a third party in the event of a delay or defects in the order delivered.



- 10.3. Kailow cannot be held liable for the Ordering Entity's insufficient legal basis for the reproduction, duplication or publication of type, images, drawings, patterns, illustrations, texts, trademarks, other commercial marks and other brand names, including design or other aspect that can be governed by the rights of a third party. If Kailow incurs liability vis-à-vis a third party in consequence of the Ordering Entity's lack of legal basis to utilise a third party's entitled rights, the Ordering Entity shall indemnify Kailow for such liability.
- 10.4. Kailow cannot be held liable for loss or damage to property, such as originals, materials, and similar, which do not belong to Kailow but which have been entrusted to Kailow by the Ordering Entity for the purpose of performing an agreed task or for the purpose of storage, including the storage of works produced by Kailow.
- 10.5. Kailow incurs no liability for the Ordering Entity's use of the order, including whether the order complies with the provisions of the Danish Marketing Practices Act.
- 10.6. In the event that the Ordering Entity has filed a complaint in good time concerning defects in Kailow's service, Kailow has the right, but is not obliged, to remedy defects within a reasonable period of time, or alternatively to provide a replacement delivery. The Ordering Entity's right to demand compensation and a pro rata reduction in price is thus limited by Kailow's right to remedy the defect or provide a replacement delivery.

11. Product liability

- 11.1. Kailow is responsible for product liability solely pursuant to the mandatory provisions of the Danish Product Liability Act. Kailow disclaims any and all other product liability of any other kind.
- 11.2. The Ordering Entity shall without undue delay notify Kailow in writing of the following: any damage to any object or injury to any individual caused by defective products; any claim submitted by a third party based on such damage/injury; and/or every risk that such damage/injury might occur.

12. Termination

- 12.1. The Ordering Entity is solely entitled to terminate the agreement in the event that Kailow commits a material breach of its obligations under the agreement. Breaches of contract, including delays and defects, can only be considered material if (in the event of delay) the delay results in a material delay of the entire agreement by more than ten (10) working days and in the event that the delayed services have not been carried out within twenty (20) working days after the Ordering Entity has submitted a written claim to this effect by registered letter; or (in the event of defects) a material defect has not been rectified or remedied within thirty (30) working days after the Ordering Entity has submitted a written claim to this effect by registered letter; or (in the event of other breaches) if the breach concerns a material matter and the breach has not been brought to an end no later than thirty (30) working days after the Ordering Entity has submitted a written demand to this effect by registered letter.



- 12.2. The Ordering Entity's failure to pay on time constitutes material breach, which entitles Kailow to terminate the agreement, provided that a claim stipulating a payment deadline of at least eight (8) days for payment has been sent.
- 12.3. A written claim sent pursuant to the preceding paragraphs shall only be able to serve as the basis for subsequent termination of the agreement if it contains a detailed description of the breach and specifies that failure to comply with the claim may result in the termination of the agreement. This type of termination does not justify the termination of services already delivered and/or other agreements between the parties.

13. Suppliers

- 13.1. Kailow is entitled to subcontract work in part or in full to external suppliers.

14. Periodical texts/continuing contract work

- 14.1. Unless otherwise agreed with the Ordering Entity of periodical texts/continuous contracts, a term of notice of three (3) months with expiry on the first day of a month shall apply.

15. Amendments

- 15.1. Kailow is entitled to change the terms of business by giving thirty (30) days' written notice.
- 15.2. Concluded agreements may only be changed by means of a written agreement between the parties.

16. Assignment of rights and obligations

- 16.1. The parties may not assign their rights or obligations pursuant to this agreement to a third party without the written consent of the other party, although Kailow always has the right to use external suppliers.

17. Choice of applicable law and venue

- 17.1. An attempt shall be made to amicably settle any dispute arising from this agreement by means of mutual negotiations for reconciliation.
- 17.2. If the parties are unable to reach an agreement, the dispute shall be settled by the Court of Glostrup by the application of Danish law.

Additional conditions

18. Additional conditions for banners and outdoor ads

- 18.1. All outdoor banners are designed to withstand wind force 8 (fresh gale). Kailow cannot be held liable for the durability of the banners above this wind force. Vestiges of ordinary mounting of banners and signs, such as drill holes, etc., are not repaired.
- 18.2. Kailow is not responsible for damage to the property of the Ordering Entity or a third party caused by banners or outdoor advertising.



19. Additional conditions for audio content, photographs, videos and other visual media, as well as advertising and communication

- 19.1. Unless otherwise agreed in writing, Kailow's service does not include a proofreading cycle. If, after having received the material, the Ordering Entity wants additional processing, this will be invoiced as extra work.
- 19.2. The material delivered/produced by Kailow may only be used for the agreed purpose and the payment applies to one-off reproduction only. The material may not be resold, lent out or transferred in any other way. Digital re-use of the material, e.g. on the internet, may only take place pursuant to a written agreement with Kailow.
- 19.3. The material delivered/produced by Kailow may not be subject to modification in the form of editing/superimposition, electronic manipulation, etc., without the express permission of Kailow in each individual instance.
- 19.4. If the Ordering Entity submits material to Kailow, it is incumbent on the Ordering Entity to ensure the requisite copyright protection, including any permission from depicted individuals/businesses/logos, etc. If it turns out that the Ordering Entity has not cleared copyrights with the holders of any copyright or a third party in possession of a copyright, the Ordering Entity shall indemnify Kailow for any loss incurred on Kailow by this violation of third-party rights.
- 19.5. If Kailow uses an external supplier, and the external supplier/subcontractor infringes the originator's or a third party's rights, Kailow accepts no liability for this and the Ordering Entity must address its claim directly to the external supplier/subcontractor.

20. Additional conditions for online/digital content

- 20.1. The Ordering Entity shall make available to Kailow free of charge all information and all other material which might be expedient for the performance of the service. If information and material is not made available by the Ordering Entity at the time agreed, the Ordering Entity shall pay for any extra time spent and/or other costs that might be imposed as a result of delay; in addition, Kailow is entitled to postpone its service in this situation.
- 20.2. Kailow is entitled to use facilities and employees at the Ordering Entity to the extent deemed necessary by Kailow for delivering the agreed services, and the Ordering Entity is under an obligation to make these available to Kailow free of charge.
- 20.3. If a solution proposed by Kailow includes software or other products or services to which Kailow does not hold the rights, a separate agreement shall be entered into, possibly assisted by Kailow, between the Ordering Entity and a third party.
- 20.4. The Ordering Entity is responsible for ensuring that it has the requisite licences for the software serviced by Kailow and that the Ordering Entity has the right to have Kailow carry out this servicing. If Kailow delivers third-party software as part of the order, the Ordering Entity will only receive a licence for such software in accordance with the licensing terms of the holder of rights



- 20.5. Otherwise, at the request of Kailow to this effect, the Ordering Entity is under an obligation to update hardware and/or software at its own expense, if Kailow deems this to be necessary to enable Kailow to meet its obligations.
- 20.6. The Ordering Entity shall contact Kailow to provide all relevant information about the Ordering Entity's IT system. To ensure the best service possible, Kailow is entitled at its own discretion to request supplementary information from the Ordering Entity.
- 20.7. Delivery is contingent on Kailow having access to the Ordering Entity's IT system via the internet which enables Kailow to electronically connect to the Ordering Entity's IT system. The expenses for any installation of hardware and/or software for meeting this prerequisite are to be defrayed by the Ordering Entity.
- 20.8. If the Ordering Entity wishes to make changes to the Ordering Entity's IT system, the Ordering Entity must inform Kailow of this by providing a description of the changes and giving a notice of no less than thirty (30) days before the Ordering Entity wishes to implement the change. Kailow will subsequently inform the Ordering Entity of the effect that the change will have on Kailow's remuneration.
- 20.9. If the Ordering Entity changes the Ordering Entity's IT system without the written consent of Kailow, Kailow is entitled to increase the remuneration charged without notice and to modify the services.
- 20.10. Any time of delivery specified by Kailow is approximate and therefore not binding on Kailow, unless a fixed time of delivery of the service or any part thereof has been expressly agreed in writing.
- 20.11. The delivery of online services and websites is regarded as completed once Kailow has tested the product in a closed IT system and subsequently notified the Ordering Entity that the order is completed. After this, the Ordering Entity is given online access to the product pursuant to the agreement.
- 20.12. The guarantee period for the order is thirty (30) days from the date of completed delivery. However, Kailow is entitled and obliged within a reasonable period of time to remedy any defects discovered during the guarantee period. If the Ordering Entity provides information about a defect during the guarantee period, and it turns out that there is not a defect in the order and/or that Kailow is not responsible for the defect concerned, Kailow is entitled to invoice the Ordering Entity for time spent and materials/outlay for any work performed in this context.
- 20.13. Kailow cannot be held liable for the Ordering Entity's achievement of expected results, unless Kailow has expressly in writing assumed the risk for achieving such expected results.



- 20.14. Unless otherwise agreed in writing, the Ordering Entity is responsible for, and under an obligation to carry out on its own initiative, daily backups of all systems which are affected by services provided by Kailow, prior to the provision of any service by Kailow; in addition, the Ordering Entity is under an obligation to perform additional backups at the request of Kailow. Kailow cannot be held liable for any loss which the Ordering Entity may suffer as a result of insufficient backup.
- 20.15. The Ordering Entity shall ensure that the rules of the Danish Data Protection Act, including the provisions concerning security, are complied with, and the Ordering Entity cannot hold Kailow responsible for this.
- 20.16. The Ordering Entity acquires a non-exclusive right of use to the results of Kailow's services under this agreement. Kailow holds all other rights to the results of services. In no instance does the Ordering Entity acquire the right to tools, methods, etc., used for delivering the service or included in the service, as these rights are retained by Kailow/third party. Kailow retains ownership of the right of use for the service results, whereby the Ordering Entity's right of use ceases if the Ordering Entity does not make punctual payment of the entire remuneration due to Kailow under the agreement.
- 20.17. Kailow uses Amazon Web Services and cHosting as the external supplier of all hosting services. Unless otherwise specified in the agreement between Kailow and the Ordering Entity, Amazon Web Services' or cHostings conditions in force at any time also apply to the relationship between the Ordering Entity and Kailow. The conditions in force at any time for Amazon Web Services may be found at <http://aws.amazon.com/legal/> and <https://chosting.dk/da/betingelser/> for cHosting. Kailow is entitled to choose a different external supplier, with new resulting new terms for the Ordering Entity's hosting services.
- 20.18. The Ordering Entity is informed of the fact that, out of consideration for performance, it may be necessary to choose a higher hosting level, which will give rise to a higher payment.
- 20.19. The hosting service can be terminated by the Ordering Entity by giving six (6) months' notice for expiry at the end of a month. The hosting service can be terminated by the Ordering Entity by giving six (12) months' notice for expiry at the end of a month.

21. Additional conditions for anthropological studies

- 21.1. During the performance of the task, the Ordering Entity makes the following available to Kailow: staff, documents, software, diagrams, premises, etc., all for the purpose of ensuring that Kailow has the best possible conditions for performing the task.
- 21.2. The Ordering Entity is under an obligation to assist Kailow in obtaining the information concerning the Ordering Entity's activities which Kailow may need for performing the task, including, e.g., information about technical, financial and organisational matters.
- 21.3. Upon completion of the task, Kailow is under an obligation to return all material issued by the Ordering Entity for performing the task.



- 21.4. The Ordering Entity shall designate one or more individuals who are authorised to act on behalf of the Ordering Entity in relation to Kailow. The Ordering Entity shall inform Kailow in writing of the authorised individual(s) selected no later than eight (8) days after the signing of the agreement.
- 21.5. In no way does the signing of the contract restrict Kailow's right to perform work simultaneously for other issuers of assignments, even if these undertakings may be considered competitors in the market.
- 21.6. Within the framework of the agreement, Kailow is at liberty to plan and organise the performance of the work, including the working hours and the site where the work will be performed. Kailow is also at liberty to select the individuals/employees who will be responsible for performing the work.
- 21.7. Kailow is under an obligation to submit weekly situational reports about the task. The parties are free to agree that a meeting shall be held every week or month where Kailow shall provide a situational report.
- 21.8. The parties are mutually obliged to observe confidentiality in respect of information and materials about the other contract party that are not generally known. The duty of confidentiality covers employees, external suppliers and other external advisers who contribute to the performance of the assignment.
- 21.9. The professional secrecy obligation shall also apply after completion of the task and cessation of the agreement.
- 21.10. The Ordering Entity retains the right of ownership to the study results and associated reporting.
- 21.11. The Ordering Entity's right of ownership does not prevent Kailow's subsequent use of know-how, methods or general knowledge acquired by Kailow while performing the task.
- 21.12. Kailow is not responsible for achieving the results expected by the Ordering Entity.
- 21.13. Kailow is under no obligation to take out customary consultant's indemnity liability insurance.

Additional conditions for external suppliers

22. Customer clause for Kailow's external suppliers

- 22.1. The External Supplier is not entitled to make contact – directly or indirectly – with or in any way trade with Kailow's customer. The obligation not to make contact with or have any form of trade with Kailow's customers only relates to those customers where the External Supplier has performed work for Kailow in respect of the customer, and where the External Supplier is aware that the customer in question is or has been a customer of Kailow.



- 22.2. In the event that this obligation is breached, the External Supplier shall pay a fine of DKK 200,000 to Kailow for each breach of this obligation. Payment of the fine does not render the breach acceptable; in addition, Kailow is entitled to claim compensation from the External Supplier if it is possible to document a substantial loss arising from the breach.
- 22.3. The External Supplier is not entitled to use the customer as a reference, case story or similar without Kailow's consent.

23. The External Supplier's use of subcontractors

- 23.1. The External Supplier is not entitled to use subcontractors without the prior written consent of Kailow.

24. Confidential information – the External Supplier

- 24.1. The material that Kailow has to prepare for a customer is often part of an upcoming marketing or advertising campaign. It is therefore important for the customer that not only information about the product, but also information about the actual customer remains confidential.
- 24.2. It is of crucial importance for Kailow that external suppliers and any subcontractors are aware that most of the information passed on about a customer is to be treated as confidential information.
- 24.3. Confidential information includes information in any form that is not intended for free publication, including but not limited to business concepts, product data, prices and tariffs, source code, data, drawings, manuals, guidelines, accounting information and similar.
- 24.4. Information of which the External Supplier has gained knowledge lawfully or information that was generally known is not confidential information. Information to the effect that Kailow's customer is having work performed by the External Supplier is to be treated as confidential information.
- 24.5. The External Supplier undertakes to process and store information in such a way that it is not accessible for unauthorised parties, including employees of the External Supplier who do not need to have access to the information as well as any companies or third parties that visit the company. The Supplier also undertakes to make sure that no information about Kailow's customers is published in social media, e.g. LinkedIn, Facebook or Instagram.
- 24.6. The Supplier must keep a list of employees or others who gain a full or partial view of details contained in the information. Kailow must have access to the list.
- 24.7. Disclosure of information to third parties or use of information for other purposes may only take place with Kailow's prior written consent and only after the simultaneous signing of a confidentiality agreement.
- 24.8. The Supplier is not entitled to copy confidential information unless this is done in order to fulfil the parties' agreement.
- 24.9. Kailow may at any time demand that material containing confidential information be returned from the supplier.



- 24.10. The Supplier is obliged, without limitation, to treat and store information confidentially.
- 24.11. In the event of infringement of the obligation to comply with the provisions on confidentiality, Kailow is entitled to have the infringement and its consequences stopped by injunction without recognisance.
- 24.12. In the event of infringement of the obligation to comply with the provisions on confidentiality, Kailow is entitled to a contractual penalty of DKK 200,000.00 (two hundred thousand). The agreed penalty is due for payment immediately after the infringement has been discovered and entails no reduction in the right to claim compensation. The Supplier's liability also applies if the breach of the Agreement has been committed by a third party who has received the information in whole or in part from the Supplier.

25. Copyright - the External Supplier

- 25.1. If the External Supplier has the copyright for material produced by the External Supplier, e.g. text, sound, visual expression, Kailow has the right to modify the material at no extra charge if Kailow considers it necessary for the purposes of Kailow's customer. Kailow is also entitled to use the material in its original version or in a version modified by Kailow for other assignments/customers.