

Schedule B

Country Schedule – Denmark

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing law and dispute resolution

The Contract and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the laws of, and subject to the exclusive jurisdiction of the courts of, Denmark without giving effect to the rules relating to conflict of laws.

3. Other Adjustments Required by Local Law

3.1 Employees

Vialto and Client agree that they do not anticipate that the Danish Act on Transfer of Undertakings (“TUPE”) will apply to the Services provided by Vialto including, for the avoidance of doubt, upon commencement or termination (howsoever arising and including termination for breach by either party) of the Services. However, should it prove that the TUPE applies to the commencement of the Services, the parties agree that Client shall hold Vialto harmless of any expenses related to the termination of such employees transferred to Vialto, including salary during the notice period, severance pay, compensation for unfair dismissal etc. Similarly, if it proves that the TUPE applies to the termination or expiry of the Contract with the effect that Client is obligated to take over any employees from Vialto, the parties agree that Vialto shall hold Client harmless of any expenses related to the termination of such employees transferred to Client, or a Replacement Supplier (to be defined as any third party that may take over the services from Vialto instead of Client bringing home the services) including salary during the notice period, severance pay, compensation for unfair dismissal etc.