

Terms and conditions of associated employees effective as at 1 July 2010

The below terms and conditions apply to your association with Danish Technological Institute.

1. Secondary jobs and board activities

a) In special circumstances, the Institute may accept that the employee undertakes secondary jobs outside the Institute, such as teaching, lecturing and publication activities, provided that the secondary job is not in competition with the Institute or may result in justified criticism. Moreover, it is a precondition that the secondary job does not adversely affect the employee's work performance at the Institute. Permission to undertake an secondary job is given by the Director and confirmed in writing by the Head of HR.

b) The Institute must be informed about any remuneration for secondary jobs.

c) The Institute encourages employees to undertake positions of trust to further enhance interaction between the Institute and the Danish business community. The terms and conditions of secondary jobs also apply in this case.

In the case of board activities, it is of the utmost importance that such activities are not of a competitive nature or in any way conflict with the interests of the Institute, and that the impartiality of the Institute is not adversely affected by any conflict of interest.

Board memberships must be approved in writing by the Head of HR subject to the Director's recommendation.

d) In exceptional cases, the Institute may grant the employee permission to engage in self-employed activities; such permission to be granted on the basis of specific circumstances only.

Permission to engage in self-employed activities is given by the Director and confirmed in writing by the Head of HR.

e) Any employee undertaking secondary jobs, positions of trust, board activities and self-employed activities must at all times ensure that conflicts of interest or competence do not arise, and when in doubt submit the matter before the Director or the President who will then decide whether such activities are to be discontinued.

2. Duty of secrecy and confidentiality

The employee is obliged to exercise diligence and secrecy in the handling of matters that may come to his/her knowledge as a result of his/her position with the company. Moreover, the employee is obliged not to disclose matters that may come to his/her knowledge as a result of his/her position, the non-disclosure of which, due to its nature, is required or prescribed by the employee's superior.

The employee must not apply trade secrets, technical drawings, descriptions, recipes, models, etc. belonging to the Institute or the Institute's customers in contravention of section 19 of the Danish Marketing Practices Act or good marketing practices in general.

The duty of confidentiality also applies after termination of employment.

3. Loyalty

The employee must remain loyal to the Institute at all times – internally as well as externally.

Where the employee's opinion of a given situation differs from that of the Institute, professionally or otherwise, the employee is always entitled to voice his/her opinion to his/her superior, but deviating opinions are not to be disclosed to the Institute's customers or the public without the consent of the Director or President.

Oral and written communication with external media requires approval of by the employee's immediate superior who is responsible for ensuring that such communication meets the overall interests of the Institute.

4. Inventions and other intellectual property rights

a) Any invention made by the employee during his/her term of employment and any patent/utility model application filed by the employee within the first six months after termination of employment are subject to the provisions of the Danish Act on Employees' Inventions, L 1986-03-18 no. 131 as amended by L 1992-02-26 no. 130 and L 2007-06-06 no. 523.

b) Any of the Institute's customers may be subrogated to the Institute's right as employer in connection with patentable inventions made by the employee in the course of his/her employment with the Institute. Thus, the scope of activities defined in section 5 of the Danish Act Employees' Inventions of 26 February 1992 is extended to include those of the Institute as well as those of a customer.

c) Section 59 of the Danish Copyright Act applies to IT software to the effect that any copyright is assigned to the Institute without separate consideration, unless otherwise agreed with the President of the Institute.

d) Other intellectual property rights, including patterns, trademarks, research results and copyrights arising from the employee's employment with the Institute pass to the Institute. Subject to agreement with the President, separate consideration may be payable; cf. the terms and conditions set out in the employee manual.

As for clauses **4c)** and **4d)** above, the Institute holds the exclusive right to control, legally as well as in actual fact, production in original or adapted form.

5. Other terms and conditions

The employee must observe the Institute's current and future policies, guidelines, instructions and systems.

6. Amendments of terms and conditions for associated employees

Amendments may be implemented at the recommendation of the Institute subject to agreement with the relevant groups of employees.