Netcompany

Whistleblower Procedure

WHISTLEBLOWER PROCEDURE

1 INTRODUCTION AND PURPOSE

1.1 This is a description of the procedure to be observed in connection with the receipt and processing of reports submitted through the Whistleblower Arrangement (hereinafter referred to as the "**Arrangement**") of the Netcompany Group (hereinafter referred to as "**Netcompany**").

1.2 The Arrangement includes the following companies:

(i) Netcompany A/S

(ii) Netcompany Group A/S

(iii) NC TopCo A/S

(iv) Netcompany-Intrasoft Scandinavia A/S

1.3 The purpose of this procedure is to ensure that the group of persons at Netcompany who are in charge of the case administration, etc. in connection with reports, are familiar with the procedure to be observed in this respect and have such knowledge of the Whistleblower Arrangement to ensure that reports are processed by the right persons and within the framework of the Arrangement.

1.4 At the same time, this procedure aims at providing proof of Netcompany having established a whistleblower arrangement and ensuring a process where Netcompany will provide written documentation of its follow-up on the reports.

1.5 Pursuant to Section 9 of the Danish Whistleblower Act, Netcompany A/S is, as of 17 December 2021, obliged to establish a whistleblower arrangement (hereinafter referred to as the "**Mandatory Arrangement**"), whereas it has been decided to include Netcompany Group A/S, NC TopCo A/S and Netcompany-Intrasoft Scandinavia A/S in the whistleblower arrangement on a voluntary basis (hereinafter referred to as the "**Voluntary Arrangement**").

1.6 Different rules apply, depending on whether a report is subject to the Mandatory Arrangement or the Voluntary Arrangement.

1.7 A report only concerning Netcompany A/S is subject to the Mandatory Arrangement, whereas a report only concerning Netcompany Group A/S, NC TopCo A/S and Netcompany-Intrasoft Scandinavia A/S is subject to the Voluntary Arrangement. If a report concerns a company within both the Mandatory and the Voluntary Arrangement, the report belongs to the Mandatory Arrangement

1.8 Hereinafter the Mandatory Arrangement and the Voluntary Arrangement are collectively referred to as the "**Arrangement**".

2 WHO CAN USE THE ARRANGEMENT?

2.1 The Whistleblower Policy of Netcompany describes the group of persons (hereinafter referred to as the "**Whistleblower**") who may file reports through the Arrangement.

2.2 Netcompany's Whistleblower Policy can be found here:

https://www.netcompany.com/int/Whistleblower

3 WHAT MAY BE REPORTED THROUGH THE ARRANAGEMENT?

3.1 The Arrangement is open to reports regarding violations of EU law within the scope of application of the Whistleblower Directive as well as reports otherwise regarding serious offences or other serious issues.

3.2 Netcompany's Whistleblower Policy contains a detailed description of what may be reported through the Arrangement.

4 REPORTING CHANNEL

4.1 Written reports are submitted through Plesner's Whistleblower Arrangement that can be found here:

https://whistleblower.plesner.com/client/Netcompany

5 WHISTLEBLOWER UNIT

5.1 Netcompany has appointed a whistleblower unit consisting of two lawyers from Plesner as well as a group of at Netcompany.

5.2 The whistleblower unit is divided into two sub-groups.

5.3 The first sub-group of the whistleblower unit consists of persons who are independent of the daily management. Generally, it is the first sub-group of the whistleblower unit that will receive the report and carry out the preliminary investigations in this respect.

5.4 The second sub-group of the whistleblower unit consists of persons who are part of the daily management and who can make decisions on behalf of the company within the Netcompany Group that is affected by the report, e.g. when this is relevant with respect to any sanctions.

5.5 Exhibit 5.5 to this Whistleblower Procedure contains a list of the agreed group of persons forming part of the whistleblower unit of the Netcompany Group.

5.6 The whistleblower unit will be in charge of the following tasks:

(i) receive the reports and be in contact with the Whistleblower;

(ii) follow-up on the reports;

(iii) give feed-back to the Whistleblower.

5.7 Plesner must be informed of any resignations or replacements within the whistleblower unit to be able to make an assessment of the substituting person(s). In this connection, Netcompany must contact Jacob Falsner (jfa@plesner.com).

5.8 Any replacement within the group of persons in the whistleblower unit must be confirmed to Plesner by two existing members of the whistleblower unit.

5.9 Every third month, Plesner's contact person at Netcompany with regard to the Whistleblower Arrangement will receive an email from Plesner requesting the contact person to check that the group of persons in the whistleblower unit is the same or whether any replacements have to be registered.

6 PROCEDURE

6.1 Plesner

6.1.1 Written reports are received by two lawyers at Plesner. Plesner acknowledges receipt of the report to the Whistleblower within three (3) days.

6.1.2 Then, Plesner will investigate the report in order to determine whether the report falls within the scope of application of the Arrangement. Subsequently, Plesner will forward the report to the two first persons on the list of the first sub-group of the whistleblower unit (hereinafter referred to as "**Case Managers**").

6.1.3 Before forwarding the report, Plesner will make a legal capacity assessment in order to ensure, to the extent possible, that the two envisaged recipients of the report are not involved in the reported case.

6.1.4 If one of the envisaged recipients ought not to receive the report, Plesner will choose the next person on the list of the first sub-group of the whistleblower unit. If there are no suitable recipients on the list, the report will be forwarded to two persons on the list of the second sub-group of the whistleblower unit.

6.1.5 The Chairman of the Board of Directors in the company of Netcompany that is affected by the report will be informed of reports and investigations of a more serious nature.

6.2 Case Managers at Netcompany

6.2.1 The report forwarded by Plesner will be processed by the Case Managers, see however sections 6.2.2 and 6.2.3. The Case Managers may jointly decide that the specific case management is to be performed by only one of the Case Managers.

6.2.2 The person or persons appointed as "Case Manager(s)" are in any case obliged to ensure that the report does not concern themselves, neither directly nor indirectly, and that the reported issue is otherwise suitable to be treated within the Arrangement, see section 3.

6.2.3 Subsequently, the Case Managers must follow up on the report and further investigate the reported case, including an assessment as to which steps are required in this respect.

6.2.4 When a preliminary investigation has been carried out and all relevant evidence has been secured, the Case Managers will inform the reported person in this respect according to section 6.3.

6.2.5 The Case Managers must ensure that the Whistleblower receives feedback soonest possible. If it is not possible to provide feedback within at least three (3) months following the receipt of the report, the Case Managers must inform the Whistleblower accordingly. For further particulars, see section 6.4. The Case Managers must ensure that the feedback to the Whistleblower comes from the company that is affected by the report.

6.2.6 All reports will be investigated. However, if a case is considered to be manifestly unfounded, no further investigation will take place. Reports falling outside the scope of the Arrangement, but not appearing to be unfounded, will be closed immediately and forwarded to Netcompany's General Counsel of the relevant company within Netcompany. In this connection, the Case Managers must inform the Whistleblower that the report falls outside the scope of the Arrangement.

6.2.7 The Case Manager is authorised to engage internal and external assistance in connection with the investigation of reports, including IT support, investigative and legal assistance, to the extent this is deemed to be strictly necessary by the Case Manager. Before engaging assistance outside the whistleblower unit, the Case Manager is to consult a person from the second group of the whistleblower unit. In that case, the Case Manager must ensure beforehand that the relevant person from the second group of the whistleblower unit is not disqualified.

6.2.8 When involving persons outside the whistleblower unit regarding cases under the Mandatory Arrangement, the Case Managers must ensure that the provisions under section 10 are observed.

6.2.9 If the whistleblower unit collects additional information in connection with the processing of the report, such information is not covered by the provisions of the Whistleblower Act, e.g. the special duty of confidentiality. Such information will thus be subject to the general rules on the reported person's right of access pursuant to Section 22 of the Danish Data Protection Act. Therefore, the duty of confidentiality only pertains to the information contained in the reports.

6.3 Information to the Person Concerned

6.3.1 When a preliminary investigation has been carried out and all relevant evidence has been secured, the Case Managers will inform the person concerned, i.e. the person reported under the Arrangement, among others, of the following:

(i) The identity of the Case Manager(s) who are responsible for the investigation of the report, and

(ii) the issues of the report.

6.3.2 Pursuant to the Whistleblower Act, the reported person is furthermore entitled to protection of his or her identity during the case management and has a right to effective defence. These rights may not be waived by agreement to the detriment of the reported person.

6.3.3 Under certain circumstances, the reported person will also have the right of access to information about the Whistleblower's identity where necessary for the reported person to exercise his or her right to an effective defence (see section 10.2.2).

6.3.4 Netcompany can decide to grant the reported person further rights, which provide better protection than according to the Danish Whistleblower Act, provided that the rights do not conflict with the rights of the Whistleblower.

6.3.5 Otherwise, Netcompany will observe the rights of the person concerned pursuant to the General Data Protection Regulation. Further information on the rights of the reported person can be found in the Privacy Policy for Whistleblower Arrangement that can be found under Netcompany.

6.4 Feedback to the Whistleblower

6.4.1 The Whistleblower must as soon as possible and in principle within three (3) months following the receipt of the report receive feedback from the Case Managers. This may, for instance, be information about the progress and result of the investigation, including the measures that have been taken or are envisaged to be taken.

6.4.2 The feedback to the Whistleblower must be provided in compliance with relevant legislation applicable from time to time, including the rules under data protection law. Thus, the Case Managers must in connection with providing feedback, observe the relevant statutory rules on confidentiality and protection of personal data, which may entail limitations in relation to the contents of the feedback that the Whistleblower is entitled to receive. In this connection, it is emphasized that the identity of the Whistleblower under the Mandatory Arrangement may only be revealed (directly or indirectly) if the conditions pursuant to the Whistleblower Act are fulfilled in this respect (see section 10.2).

6.4.3 If an extension of the timeframe for the feedback is required, where necessary due to the specific circumstances of the case, in particular the nature and complexity of the report, the Whistleblower must be informed in this respect.

7 REPORTING

7.1 Every reported case must be completed with a written statement containing a conclusion and/or recommendation regarding any further action on basis of the report.

7.2 The statement is forwarded to the Chairman of the Board of Directors and the General Counsel in the company of Netcompany that is affected by the report. Prior to this, it must be ensured that the envisaged recipients of the statement are not involved in the reported case. The conclusion/recommendation could be:

(i) The case is closed due to being manifestly unfounded.

(ii) The case is closed with a reprimand.

(iii) The case is closed with other employment-related consequences (summary dismissal/termination of employment.

(iv) The case is conveyed to the police for criminal investigation.

(v) The case is conveyed to other authorities.

(vi)The case is conveyed to an attorney for legal investigation.

7.3 The statement must be prepared in compliance with the relevant legislation applicable from time to time. Consequently, the statement may only contain a general description of the report, the measures and the conclusion - with due consideration of the statutory duties of confidentiality and the rules under data protection law.

7.4 The relevant company of Netcompany will keep the statements in accordance with the documentation requirements under the Whistleblower Act.

8 CONFIDENTIALITY

8.1 Case Managers and persons engaged to assist the Case Managers, see section 6.2, are obliged to keep confidential all information they receive during the investigation, see however, section 6.2.9.

8.2 Prior to the investigation, the Case Managers and the persons engaged to assist the Case Managers must sign a confidentiality agreement.

9 ANONYMITY

9.1 Netcompany always encourages the Whistleblower to state his or her name when submitting a report so that the Case Managers are able to ask clarifying questions and subsequently provide feedback on the further course of the investigation. Plesner will make a communication module available, allowing the Whistleblower to communicate with Plesner for the purpose of providing additional information about the reported issue, which Plesner will then pass on to the Case Managers. However, if the Whistleblower has chosen not to be anonymous, the Case Managers will take steps to ensure that the communication takes place through ordinary channels and directly between the Case Managers and the Whistleblower.

9.2 A whistleblower reporting through the Arrangement may choose to submit the report anonymously. By means of a communication module, the Whistleblower can provide Plesner with additional information and remain anonymous. The Case Managers will coordinate with Plesner regarding the need to ask additional questions, etc. through the communication module.

10 PROTECTION OF THE WHISTLEBLOWER

10.1 In General

10.1.1 Different rules of protection are applicable, depending on whether a report is covered by the Mandatory Arrangement or the Voluntary Arrangement.

10.1.2 Protection against retaliation is described in detail in Netcompany's Whistleblower Policy.

10.2 The Mandatory Arrangement

10.2.1 Information about the identity of the Whistleblower, or any other information that directly or indirectly may reveal the Whistleblower's identity, may only be disclosed to other persons than the whistleblower unit after having obtained prior explicit consent from the Whistleblower.

10.2.2 However, information on the Whistleblower's identity may be revealed without consent to other public authorities where this is necessary for the prevention of offences, or with a view to safeguarding the rights of defence of the persons concerned. The right of defence of the person concerned will, inter alia, be relevant in connection with such person's right to information in criminal cases.

10.2.3 If the identity of the Whistleblower is disclosed without consent, the Whistleblower must be informed accordingly, including of the reasons for such disclosure, unless such information would jeopardize the related investigations or judicial proceedings.

10.2.4 Also, the identity of the Whistleblower can be revealed in connection with any subsequent legal proceedings concerning the reported issue.

10.2.5 If the Whistleblower has deliberately revealed his or her identity in connection with a publication of the reported matter, the special considerations regarding the protection of the Whistleblower's identity are not applicable. In such cases, information on the Whistleblower's identity may be passed on pursuant to the rules under the General Data Protection Regulation.

10.2.6 Other information from the report, i.e. information not revealing the identity of the Whistleblower, will only be disclosed to persons outside the whistleblower unit as part of a follow-up on the report or for the purpose of preventing a potential offence in relation to the issues covered by the Arrangement. It is not a requirement that the Whistleblower be informed of the disclosure of such information.

10.3 The Voluntary Arrangement

10.3.1 In principle, the identity of the Whistleblower will not be disclosed to the person who is subject of the report. However, in this connection, please note that pursuant to Article 15 of the General Data Protection Regulation, the data subject has a general right to access, unless - pursuant to Section 22 of the Danish Data Protection Act - an exemption can be made to the data subject's request in this respect.

10.3.2 The identity of the Whistleblower will be revealed if it turns out that a false report has been knowingly submitted, or if Netcompany is under an obligation to publish the information.

10.3.3 Also, the identity of the Whistleblower can be revealed in connection with any subsequent legal proceedings concerning the reported issue.

11 EXTERNAL WHISTLEBLOWER SYSTEM

11.1 A Whistleblower who intends to submit a report under Arrangement may instead choose to file the report through the external whistleblower system of the Danish Data Protection Agency - for instance, if the Whistleblower fears retaliation. The external whistleblower system of the Danish Data Protection Agency can be reached through https://whistleblower.dk/indberet.

11.2 It is emphasized that the Whistleblower is free to choose to submit a report through the Arrangement or through the external whistleblower system of the Danish Data Protection Agency.

12 DATA SECURITY AND DATA STORAGE

12.1 Netcompany will register all reports received under the Arrangement. The registration takes place in accordance with the provisions of the Whistleblower Act. Netcompany will store a report as long as necessary and proportionate in order to comply with the requirements imposed by Danish law.

12.2 Netcompany and Plesner will process all information reported through the Arrangement, including information on persons who are the subjects of a report, in accordance with applicable law in force at any time.

12.3 All reports will be stored properly, and it will only be possible for relevant persons of the whistleblower unit to access the information.

12.4 In principle, reports will be deleted from the Arrangement 45 days after Netcompany has finalized the processing, unless Netcompany has legitimate grounds to continue the storage, e.g. if required by other legislation or if there is reason to believe that the report may be corroborated by subsequent reports on the same issue.

12.5 If the matter is reported to the police or another authority, the case will be closed in the Arrangement immediately after the case has been closed by the authorities in question.

12.6 If - on basis of the collected data - a disciplinary sanction is implemented against the reported person, or if there are other grounds justifying and requiring the continued storage of the data on the person concerned, such data will be stored, where an employee is involved, in the employee's personnel file.

12.7 Otherwise, the information is stored in accordance with Netcompany’s deletion policy.

13 QUESTIONS

13.1 If you have any questions regarding this Arrangement, you are welcome to contact Anders F Poulsen, General Counsel (Legal) at apo@netcompany.com or +45 30 47 45 72.

14 REVIEW AND AMENDMENT

14.1 The Board of Directors shall annually review, and if relevant update, the Whistleblower Procedures.

15 PUBLICATION

15.1 The Whistleblower Procedures will be published on Netcompany's website.

Latest review and approval by the Board of Directors of Netcompany Group on 12 December 2024.