

CARSTED ROSENBERG VENDOR CODE OF CONDUCT

1. INTRODUCTION

- 1.1. Carsted Rosenberg Advokatfirma GmbH (**CRA**) is a law firm incorporated in Switzerland subject to regulatory oversight by the Danish Bar and Law Society and the Solicitors Regulation Authority. As such, CRA is committed to upholding the highest standards of professional conduct, business ethics, and integrity. As trusted advisors to our clients, our reputation for ethical practice and transparency is paramount. We maintain rigorous governance practices and foster a diverse and inclusive environment where our employees, clients, stakeholders, and communities thrive.
- 1.2. This Vendor Code of Conduct (**Vendor Code**) outlines the minimum expectations for all contractors, suppliers, consultants, and service providers (**Vendors**) engaged by CRA. We aim to establish mutually beneficial partnerships based on fairness and open competition, consistent with our professional obligations.
- 1.3. Vendors are expected to comply with this Vendor Code. In cases where professional or supplementary codes, local policies, laws, or regulations conflict with this Vendor Code, or with the regulatory requirements of the Danish Bar and Law Society or the Solicitors Regulation Authority, the most stringent requirements shall prevail. If a Vendor's own code of conduct meets or exceeds the standards outlined in this Vendor Code and is consistent with CRA's regulatory obligations, adherence to their own code is acceptable.

2. VENDOR RESPONSIBILITIES

- 2.1. Vendors are expected to:
 - a) Maintain the highest standards of professional conduct, honesty, and integrity in all interactions with CRA, consistent with the professional standards applicable to a regulated law firm.
 - b) Monitor their own compliance with this Vendor Code, including their adherence to relevant regulatory requirements.
 - c) Ensure that their employees, agents, and subcontractors understand and adhere to this Vendor Code and are aware of CRA's regulatory context.

FRANKFURT

KAISERSTRASSE 10
D-60311 FRANKFURT AM MAIN

COPENHAGEN

BREDGADE 3
DK-1260 COPENHAGEN K

CARSTED ROSENBERG ADVOKATFIRMA GMBH

KÄGISWILERSTRASSE 17
CH-6060 SARNEN

CH-140.4.003.142-6
CANTON OBWALDEN

3. ETHICAL BUSINESS PRACTICES

- 3.1. **Compliance with Laws and Professional Obligations:** Conduct business ethically, responsibly, and in full compliance with all applicable laws, regulations, this Vendor Code, and the professional standards set by the Danish Bar and Law Society and the Solicitors Regulation Authority.
- 3.2. **Anti-Corruption and Anti-Bribery:** Strictly adhere to all anti-corruption and anti-bribery laws. Prohibit all forms of bribery, kickbacks, facilitation payments, and extortion, ensuring compliance with both national and international standards applicable to a regulated law firm.
- 3.3. **Anti-Money Laundering:** Avoid any involvement, direct or indirect, in money laundering activities. Comply with all anti-money laundering laws, including those related to the concealment, conversion, or transfer of funds derived from criminal activities, including terrorist financing, and adhere to the specific anti-money laundering obligations of a regulated law firm.
- 3.4. **Anti-Trust and Fair Competition:** Conduct business in accordance with all applicable anti-trust and fair competition laws.
- 3.5. **Conflicts of Interest:** Avoid any circumstances that could improperly influence business decisions, particularly in light of CRA's professional duties and obligations. Disclose any relationships, associations, or activities that may create a conflict of interest, ensuring transparency in line with regulatory requirements.
- 3.6. **Fraud Prevention:** Prohibit all forms of fraudulent activities, including:
 - a) Alteration, forgery, or falsification of documents or information.
 - b) Misuse or unauthorised removal of records.
 - c) Misappropriation of assets.
 - d) Theft or embezzlement.
- 3.7. **Gifts and Entertainment:** Refrain from offering gifts, entertainment, or other advantages that could lead to improper influence or preferential treatment, or that could compromise CRA's professional independence. Any gifts, entertainment, or advantages received may result in the termination of the vendor relationship. All gifts or entertainment must be pre-approved by CRA.

4. ETHICAL BILLING PRACTICES

CRA is committed to conducting its business with integrity and expects the same high standards from its Vendors. The Vendor Code outlines our expectations regarding ethical billing practices. Vendors providing goods or services to CRA shall adhere to the following principles in all their invoicing and billing procedures:

- 4.1. **Transparency and Detail:** All invoices must be clear, accurate, and provide sufficient detail to allow for proper verification. This includes, but is not limited to:
- a) a clear and concise description of the goods or services provided;
 - b) the specific dates or period during which the goods or services were rendered.
 - c) agreed-upon rates, quantities, and unit prices (clearly referencing the relevant contract or agreement);
 - d) a unique invoice number and the date of issuance;
 - e) CRA's purchase order number or relevant matter reference (if applicable);
 - f) a clear breakdown of any applicable taxes, in compliance with Swiss and relevant international tax regulations; and
 - g) contact information for any billing inquiries.
- 4.2. **Fairness and Reasonableness:** Fees charged must be fair, reasonable, and strictly in accordance with the rates and terms agreed upon in our contract or purchase order. Vendors must avoid any form of overbilling, duplicate billing, or the inclusion of unsubstantiated or unexpected charges.
- 4.3. **Accuracy and Compliance:** All calculations on invoices must be accurate and verifiable. Vendors are responsible for ensuring the correctness of all amounts, including unit prices, extensions, and totals, and for complying with all applicable legal requirements for invoicing.
- 4.4. **Adherence to Agreements:** Billing practices must fully comply with the payment schedules, discount structures, and any limitations on billable items or expenses as explicitly stated in our contractual agreements.
- 4.5. **Prohibition of Unauthorised Charges:** Vendors shall not invoice CRA for any goods or services that were not explicitly requested and authorised through a valid purchase order or contractual agreement.
- 4.6. **Timeliness and Submission:** Invoices should be submitted in a timely manner following the completion of the agreed-upon goods or services, according to the timelines specified in our agreements. Electronic submission of invoices is preferred where feasible.
- 4.7. **Open Communication and Cooperation:** We expect Vendors to be responsive and cooperative in addressing any billing inquiries or discrepancies promptly and professionally. Any disputes should be communicated clearly and resolved in a fair and timely manner.

- 4.8. **Compliance with Applicable Laws:** All billing practices must comply with all applicable laws and regulations in Switzerland, the European Union (where relevant to our cross-border operations), and any other pertinent jurisdictions.
- 4.9. **No Automatic Renewal or Extension Without Express Written Consent:** CRA will not be bound by any Vendor contract that contains clauses providing for automatic renewal or extension of the contract term. Any such renewal or extension must have been expressly agreed to in writing by an authorised representative of CRA prior to the intended renewal or extension date.
- 4.10. **Requirement for Affirmative Consent:** Any continuation of a contract beyond its initial term or any agreed-upon extension period requires the explicit written consent of CRA. Silence or inaction on the part of CRA shall not be construed as consent to renewal or extension.
- 4.11. **Termination of Automatically Renewing/Extending Contracts:** To the extent that any existing Vendor contract with CRA contains a clause providing for (i) automatic renewal or extension without such express written consent, or (ii) the obligation by CRA to give notice of termination/non-renewal, CRA hereby gives notice of its intention to terminate such automatically renewing or extending provisions and the Vendor contract. For the purpose of preventing any unintended automatic renewal or extension, any such clause is hereby deemed terminated as of the date of conclusion of the Vendor contract. Continued engagement under such contracts beyond the initial term will require a new written agreement explicitly outlining the renewal and duration. Any renewal will only be for the minimum renewal period and this clause shall equally operate as a notice of termination for the prevention of any automated renewal.
- 4.12. **Vendor Responsibility:** Vendors are responsible for clearly highlighting any renewal or extension clauses in their contracts and for seeking express written consent from CRA for any such continuation of the contractual relationship. Failure to obtain such explicit written consent will mean that CRA is not obligated to continue the contract beyond its current term.
- 4.13. **Failure to Adhere:** Failure to adhere to these ethical billing practices may result in the rejection of invoices, suspension of payments, or termination of our business relationship with the Vendor. CRA reserves the right to review Vendor billing records to ensure compliance with this Vendor Code. We encourage our Vendors to maintain the highest ethical standards in their billing and to contact us with any questions or for clarification regarding these expectations.

5. **PRIVACY, CONFIDENTIALITY, AND CORPORATE PROPERTY**

- 5.1. **Privacy and Confidentiality:** Comply with all applicable privacy and information security laws, including those related to client confidentiality and data protection, which are of particular importance to a law firm. Protect the confidentiality of CRA and client information (**Confidential Information**). Implement robust security measures to safeguard Confidential Information,

including its collection, use, retention, destruction, maintenance, access, and disclosure, adhering to the stringent confidentiality obligations of a regulated law firm and in accordance with our [privacy and data protection policies](#).

- 5.2. **Corporate Property:** Use CRA and/or client intellectual and physical property (**CRA Corporate Property**) responsibly and solely for authorised business purposes. Return all CRA Corporate Property upon project completion. Refrain from using CRA's name, trademarks, or logos without explicit consent.

6. LABOUR AND HUMAN RIGHTS

- 6.1. **Employment Practices and Working Conditions:** Comply with all applicable wage, labour, and employment laws.
- 6.2. **Fair Wages:** Provide fair wages and benefits, determined by local market factors, including the nature of the work, job classifications, wage practices, employment laws, prevailing wages, labour market conditions, and the scope of services.
- 6.3. **Modern Slavery and Forced Labour:** Prohibit all forms of modern slavery and forced labour, including human trafficking. Do not use child or forced labour.
- 6.4. **Respect, Discrimination, and Harassment:** Foster a respectful, inclusive, and healthy work environment free from unlawful harassment and discrimination. Promote equity, diversity, and inclusion.
- 6.5. **Health and Safety:** Provide safe working conditions and comply with all applicable health and safety laws.

7. ENVIRONMENTAL, SOCIAL, AND GOVERNANCE (ESG) PRACTICES

CRA prioritises sustainability and expects Vendors to support our commitment to responsible business practices, environmental resilience, and long-term sustainability in accordance with our [ESG Policy](#).

8. COMPLIANCE AND MONITORING

CRA expects full compliance with this Vendor Code and with all applicable regulatory requirements. CRA may periodically require Vendors to confirm compliance. CRA reserves the right to monitor and audit Vendor compliance, including through self-assessment questionnaires. Material non-compliance may result in the termination of the vendor relationship.

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