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COWI

AGREEMENT
ON VOLUNTARY ARRANGEMENT FOR
COMPANY AND GROUP REPRESENTATION
(ESTABLISHMENT OF INTERNATIONAL GROUP
REPRESENTATION)



This agreement on voluntary arrangement for company and group representation (hereinafter the "Agreement") is made and entered into this day by and between:

COWI A/S

Parallelvej 2
2800 Kgs. Lyngby
Denmark
CBR no. 4462 3528

(Hereinafter "COWI A/S")

COWI Holding A/S

Parallelvej 2
2800 Kgs. Lyngby
Denmark
CBR no. 3289 2973

(Hereinafter "COWI Holding A/S")

COWIfonden

Parallelvej 2
2800 Kgs. Lyngby
Denmark
CBR no. 5049 7828

(Hereinafter "COWIfonden")

jointly referred to as the "Companies"

and

the Joint Consultation Committee of COWI A/S

(Hereinafter "SU").

1. BACKGROUND AND PURPOSE

1.1 In unison, SU and the managements of COWI A/S, COWI Holding A/S and COWIfonden have decided to establish a voluntary arrangement on company and group representation, cf. the Danish Companies Act, section 143 (consolidation act no. 322 of 11 April 2011) with appurtenant executive order on employee representation (executive order no. 344 of 30 March 2012), in COWI A/S, COWI Holding A/S and COWIfonden. Present agreement also includes establishment of international group representation in COWI Holding A/S as well as in COWIfonden.

- 1.2 Present agreement is subject to there being made a decision at the annual general meetings in COWI A/S and COWI Holding A/S on 21 March 2013 and at the board meeting in COWIfonden on 5 March to establish a voluntary arrangement for employee representation, including a decision to include employees in the Group's subsidiaries in Sweden and Norway in the pool of persons eligible and entitled to vote at the election of group representatives in COWI Holding A/S and COWIfonden (international group representation), cf. the Danish Companies Act, section 141, sub-section 3, and the executive order on employee representation, section 24.

2. DEFINITIONS

- 2.1 The definitions stipulated in section 2 of the executive order on employee representation apply to this Agreement, unless otherwise specified.

3. NUMBER OF COMPANY AND GROUP REPRESENTATIVES

- 3.1 In **COWI A/S**, employees with the company are entitled to elect a number of members (employee representatives) of the company's board of directors, and a similar number of alternates for these, corresponding to half of the board members elected at the general meeting, albeit at least two members. If the number of company representatives is not an integer, the number is rounded off to the nearest higher number. The number of company representatives is determined at the date of the announcement of the election day, whereas SU fully accepts that the number of company representatives (hereinafter "Employee-elected Board Members") at the first employee election (to be held in 2014) is reduced from three to two Employee-elected Board Members, provided that the number of the board members elected at the general meeting does not exceed four.
- 3.2 In **COWI Holding A/S** a number of members (company and group representatives) are elected for the board of directors of the company, and a similar number of alternates for these, corresponding to half of the board members elected at the general meeting, albeit at least three members. If the number of company and group representatives is not an integer, the number is rounded off to the nearest higher number. The number of company representatives is determined at the date of the announcement of the election day. If the number of board members elected at the general meeting is six, the number of Employee-elected Board Members is thus three, to be distributed as follows:
 - 3.2.1 Since the employees of COWI Holding A/S and the Group's Danish subsidiaries, including COWI A/S, account for more than ten per cent of the total number of employees entitled to participate in the election, they elect at least two (in three) Employee-elected Board Members and their alternates, cf. the Danish Companies Act, section 141, sub-section 3. The remaining Employee-elected Board Member and its alternate is elected alternately by the employees in the Group's Swedish and Norwegian subsidiaries, cf. clause 3.2.2.
 - 3.2.2 Employees in the Group's Swedish and Norwegian subsidiaries elect alternately and for one election term at a time a representative and its alternate. At the first

employee election following the signing of the Agreement, the Employee-elected Board Member and its alternate is elected by the employees in the Group's Swedish subsidiaries. At the following employee election, the Employee-elected Board Member and its alternate is elected by the employees in the Group's Norwegian subsidiaries, and so forth.

3.3 In **COWIfonden** a number of members (group representatives) are elected for the board of directors of the COWIfonden, and a similar number of alternates for these, corresponding to half of the other board members, albeit at least three members. If the number of group representatives is not an integer, the number is rounded off to the nearest higher number. The number of group representatives (hereinafter 'Employee-elected Board Members') is determined at the date of the publication of the election day. If the number of other board members is six, the number of Employee-elected Board Members is thus three, to be distributed as follows:

3.3.1 Since the employees of COWI Holding A/S and the Group's Danish subsidiaries, including COWI A/S, account for more than ten per cent of the total number of employees entitled to participate in the election, they elect at least two (in three) Employee-elected Board Members and their alternates, cf. the Danish Companies Act, section 141, sub-section 3. The remaining Employee-elected Board Member and its alternate is elected alternately by the employees in the Group's Swedish and Norwegian subsidiaries, cf. clause 3.3.2.

3.3.2 Employees in the Group's Swedish and Norwegian subsidiaries elect alternately and for one election term at a time an Employee-elected Board Member and its alternate. At the first employee election following the signing of the Agreement, the Employee-elected Board Member and its alternate is elected by the employees in the Group's Norwegian subsidiaries. At the following employee election, the Employee-elected Board Member and its alternate is elected by the employees in the Group's Swedish subsidiaries, and so forth.

4. ELECTION COMMITTEE

4.1 To manage the elections in the three Companies, a standing election committee of a total of five members is appointed, consisting of three representatives of the employees and two representatives of the managements in COWI A/S, COWI Holding A/S and COWIfonden. Of the three employee representatives, one member represents the employees of COWI A/S, one member represents the employees of COWI Holding A/S, and one member represents the employees of the Group's subsidiaries in Norway and Sweden.

4.1.1 The employee representatives in the election committee are elected by the company's employees by the employee representatives of the joint consultation committee of the appointing company. However, the representative for the employees in the Group's subsidiaries in Norway and Sweden is appointed in unison by the joint consultation committees of these companies. If no joint consultation committee exists, the representative of the appointing company is appointed pursuant to

section 29, sub-section 3 of the executive order on employee representation. Employees standing for election or re-election as Employee-elected Board Members or alternates for the Companies' board of directors cannot be appointed or remain members of the election committee.

4.1.2 Of the two representatives for the managements of COWI A/S, COWI Holding A/S and COWIfonden, one representative is appointed by COWIfonden's board of directors, and one representative by the Executive Board of COWI Holding A/S.

4.2 Section 29, sub-section 5 as well as sections 31, 32 and 60 of the executive order on employee representation, or what may later replace it, apply as regards the work of the election committee.

5. HOLDING ELECTIONS – CALLING ELECTIONS AND CANDIDATES

5.1. The election committee arranges elections in the Companies in a way that the elections are held at the same time, whereas the election committee may decide in unison that the elections are to take place at different times. However, elections are to be held before the annual general meetings of COWI A/S and COWI Holding A/S as well as the board meeting in COWIfonden that replaces an annual general meeting. This board meeting in COWIfonden, though, usually takes place later than the annual general meeting of COWI Holding A/S. If the annual general meetings in COWI A/S and COWI Holding A/S are not held on the same day, the elections are to be held before the first annual general meetings of the two companies.

5.2 Following negotiations with the Executive Board of COWI Holding A/S, the election committee sets the date for the election and ensures that all persons eligible and entitled to vote are given fair opportunity to learn the date. The election committee aims to ensure that the election does not take place in any holiday period and at a time when employees have a fair possibility of participating in the election. The election committee may decide in unison to carry out the voting process in a period where the last day of the period is considered the election day when calculating the deadlines mentioned in the Agreement.

5.3 The election committee announces the election day at least six (6) weeks and no more than ten (10) weeks before the stipulated election day, unless the election committee decides in unison to derogate from the deadlines. The notice of the election day is to include:

- › information on the number of Employee-elected Board Members and alternates to be elected for each of the Companies.
- › the duration of the election term.
- › a call for candidates who wish to stand for election. The call is to indicate the final date for candidates to declare their candidature and stand for election. This date is to be at least four weeks before the election day, unless the election committee in unison decides to derogate from this deadline. Furthermore, the call is to state that candidates are to in-

dicating which of the in total five electoral lists the candidate wishes to stand on, cf. clause 5.4. Finally, the call is to state that candidates wishing to stand on more than one electoral list are to establish a binding prioritisation of their candidatures, making it entirely clear which electoral list is the candidate's first, second and possibly third priority. The prioritisation is binding on the candidate and cannot be changed without the consent of the entire election committee. No candidate can be elected as Employee-elected Board Member or alternate in more than one of the Companies, cf. clauses 5.4 and 7.2.

When announcing the election day, the election committee publishes an election list of employees that are entitled to vote (have the right to vote), cf. clause 8.1. The election list is to be available to employees, possibly electronically.

- 5.4 The election covers five electoral lists; one electoral list for **COWI A/S**, two electoral lists for **COWI Holding A/S**, and two electoral lists for **COWIfonden**, to be distributed as follows:
- › On the electoral list for **COWI A/S**, employees in **COWI A/S** may stand.
 - › One of the two electoral lists for **COWI Holding A/S**, employees in **COWI Holding** and the Group's Danish subsidiaries may stand. On the other of the two electoral lists for **COWI Holding A/S**, employees in the Group's subsidiaries in either Norway or Sweden may stand, cf. clause 3.2.2.
 - › One of the two electoral lists for **COWIfonden**, employees in **COWI Holding** and the Group's Danish subsidiaries may stand. On the other of the two electoral lists for **COWIfonden**, employees in the Group's subsidiaries in either Sweden or Norway may stand, cf. clause 3.2.2.

Candidates may stand on more than one electoral list, but cannot be elected as Employee-elected Board Member or alternate in more than one of the Companies, cf. clauses 5.3 and 7.2.

The election committee checks that the listed candidates are eligible, cf. clause 9, and whether they are willing to be elected representative or alternate in accordance with the chosen election procedure. The election committee may decide to execute the election as an uncontested election, if (i) all listed candidates agree to this, (ii) at the end of the deadline, cf. clause 5.3, as many candidates as can be elected are listed, and (iii) the listed candidates agree on the distribution of the positions. If fewer candidates are listed than what the employees are entitled to elect pursuant to present Agreement, the election is held with the listed number of candidates. However, the election committee may decide in unison to postpone the election, but cf. sub-clause 1, and encourage additional candidates to stand for election within a period of time as agreed.

- 5.5 The election committee ensures that employees entitled to vote have access to information regarding the election term, number of votes to cast at the elections as well as the listed candidates' names, residence, place of work, function and professional positions of trust in

the Group. Furthermore, the election committees ensures that employees entitled to vote have access to information on whether the listed candidates stand as candidate for more than one company and, if so, the candidates' prioritisation of candidatures for the Companies, cf. clause 5.3.

- 5.6 The election committee arranges for the production of voting papers which list the candidates' surnames in alphabetical order. The same goes if the election includes two or more electoral lists. Voting papers contains no other information than the full name of the candidates. If the election is held electronically, similar rules apply.

6. HOLDING ELECTIONS – VOTING

- 6.1 Voting is done in writing, by email, via a website or the like and is anonymous.
- 6.2 The election in **COWI A/S** is a direct election. The election covers one electoral list. Each employee may cast maximum two votes and only one vote per candidate.
- 6.3 The election in **COWI Holding A/S** is a direct election as regards the election of the Employee-elected Board Members and their alternates to be elected by the employees in COWI Holding A/S and the Group's Danish subsidiaries, cf. clause 3.2.1, and indirect election as regards the election of the Employee-elected Board Member and its alternate to be elected by the employees in the Group's Norwegian or Swedish subsidiaries, cf. clauses 3.2.2 and 6.5. The direct election applies to one of the two electoral lists, cf. clause 5.4., and the indirect election applies to the other of the two electoral lists, cf. clause 5.4. At the direct election for COWI Holding A/S, each employee can cast a maximum of two votes and only one vote per candidate. At the indirect election for COWI Holding A/S, the right to choose among the listed candidates belongs to the electoral college, cf. clause 6.5.
- 6.4 The election in **COWIfonden** is a direct election as regards the election of the Employee-elected Board Members and their alternates to be elected by the employees in COWI Holding A/S and the Group's Danish subsidiaries, cf. clause 3.3.1, and indirect election as regards the election of the Employee-elected Board Member and its alternate to be elected by the employees in the Group's Norwegian or Swedish subsidiaries, cf. clauses 3.3.2 and 6.5. The direct election applies to one of the two electoral lists, cf. clause 5.4., and the indirect election applies to the other of the two electoral lists, cf. clause 5.4. At the direct election for COWIfonden, each employee can cast a maximum of two votes and only one vote per candidate. At the indirect election for COWIfonden, the right to choose among the listed candidates belongs to the electoral college, cf. clause 6.5.
- 6.5 The right to elect the Employee-elected Board Member and its alternate to be elected by the employees in the Group's Norwegian subsidiaries for the board of directors of either COWI Holding A/S or COWIfonden, cf. clauses 3.2.2 and 3.3.2, belongs to the Norwegian electoral college. Similarly, the right to elect the Employee-elected Board Member and its alternate to be elected by the employees in the Group's Swedish subsidiaries for the board of directors of either COWI Holding A/S or COWIfonden, cf. clauses 3.2.2 and 3.3.2, belongs to the Swedish electoral college. The election committee arranges that the two electoral col-

leges are set up as soon as possible following the announcement of the election day, cf. clause 5.3.

6.5.1 The Norwegian electoral college consists of the Employee-elected Board Members in the Norwegian group companies at the time in question, and similarly, the Swedish electoral college consists of the Employee-elected Board Members of the Swedish group companies at the time in question.

6.5.2 Each group company's members of the electoral college may in total cast four votes for every 35 employees or part thereof in the group company where they were appointed. The number of employees is determined at the time of the announcement of the election, cf. clause 5.3. The number of votes is distributed evenly among each group company's members of the electoral college, and remaining votes are distributed by lot. For instance, if, at the 2014 election, there are 900 employees in the COWI AS (and this company is the only Norwegian group company with Employee-elected Board Members), the in total 104 electoral votes are distributed so 34 votes are given to each of the three electors (i.e. the three current Employee-elected Board Members in COWI AS, cf. clause 6.5.1), and the two remaining electoral votes are distributed by lot among the three electors. The electors can cast more than one vote per candidate.

6.5.3 The election committee may decide in unison not to manufacture the number of voting papers corresponding to the total number of votes to be cast by the electors, cf. clause 6.5.2, rather to manufacture only the number of voting papers corresponding to the number of electors. In such case, each member of the electoral college may cast all his/her votes by means of a single voting paper among the listed candidates.

6.6 In case of doubt, the election committee determines whether a voting card is invalid, including if more votes are cast on more candidates than is possible according to sub-clauses 2-5, or if it is unclear on which candidate(s) votes are cast, or if new names are listed or names are corrected on the voting card.

7. RESULTS OF THE ELECTION

7.1 The candidates who received the most votes on the different electoral lists are elected Employee-elected Board Members. The other listed candidates become alternates, so that the alternate with the most votes steps in as Employee-elected Board Member if an Employee-elected Board Member elected on the same list retires from the board of directors during the election term and so forth. On each of the electoral lists, a number of alternates are elected, corresponding to the number of Employee-elected Board Members plus one. If two Employee-elected Board Members are elected from an electoral list, thus three alternates are elected. If one Employee-elected Board Member is elected, two alternates are elected. In the event of a tie between two or more candidates, the election committee decides the election by lots. If fewer are elected than the employees are entitled to according to this Agreement, the election is upheld, and the reduced number of Employee-elected Board Members

and alternates take their seats in the different board of directors until the end of the election term.

- 7.2 A candidate can only be elected Employee-elected Board Member or alternate in one of the Companies. If a candidate is elected Employee-elected Board Member or alternate in more than one company, the candidate is obligated to be Employee-elected Board Member – or alternate – in the highest prioritised company that the candidate is elected for, cf. clause 5.3. Consequently, the candidate is obligated to give up his/her elected position in the company(-ies) that are not the candidate's top priority.

8. THE RIGHT TO VOTE

- 8.1 At the direct election of company and group representatives, cf. clauses 3.1, 3.2.1 and 3.3.1, every employee is entitled to vote (have the right to vote) if the employee still in employment in the specific company/group company at the time of publication of the electoral list, cf. clause 5.3, and has not resigned from his/her position on the election day.
- 8.2 At the indirect election of group representatives, cf. clauses 3.2.2 and 3.3.2, the right to vote is exercised by an electoral college.
- 8.3 In case of doubt, the election committee determines whether the conditions mentioned in sub-clause 1 are met.

9. ELIGIBILITY

- 9.1 Every employee is eligible for election for company and group representation if the employee is of legal age and in the past 12 months before the election day has been employed in the specific company/group company.
- 9.2 An employee who is already elected at the general meeting or appointed by others as a board member of one of the Companies is to resign this position if the employee is elected Employee-elected Board Member or alternate. Resignation is to take place no later than at the time when the employee takes up his/her duties as Employee-elected Board Member or alternate.
- 9.3 A Norwegian or Swedish Employee-elected Board Member who is already elected Employee-elected Board Member in a Norwegian or Swedish group company, cf. clause 6.5.1, is to resign this position if the employee is elected Employee-elected Board Member or alternate in one of the Companies. Resignation is to take place no later than at the time when the employee takes up his/her duties as Employee-elected Board Member or alternate.
- 9.4 In case of doubt, the election committee determines whether the conditions in sub-clauses 1-3 are met, just as the election committee in unison may decide that an employee is eligible even though the employee has not been employed with the company as soon as listed in sub-clause 1.

10 ELECTION TERM FOR ORDINARY ELECTION

- 10.1 Ordinary election of Employee-elected Board Members and alternates takes place every three years, provided that the terms and conditions of this Agreement continue to be met, and that the election committee in unison does not decide to implement a shorter election term prior to the specific election. The first ordinary election takes place in the first quarter of 2014.
- 10.2 Employee-elected Board Members and alternates are eligible for re-election.

11 RIGHTS AND LEAGLA PROTECTION

- 11.1 Employee-elected Board Members have the same rights, duties and responsibilities as other board members. However, Employee-elected Board Members in COWIfonden do not participate in the appointment of other members of COWIfonden's board of directors, cf. article 5, sub-article 4 of COWIfonden's charter.
- 11.2 Employee-elected Board Members and alternates whose employment is subject to Danish law are protected from termination and other deterioration of their conditions pursuant to section 21 in the executive order on employee representation. Employee-elected Board Members and alternates whose employment are subject to Norwegian or Swedish law are protected pursuant to similar Norwegian and Swedish rules that apply to the employment.

12 ENTRANCE AND RESIGNATION OF EMPLOYEE REPRESENTATIVES

- 12.1 Newly elected Employee-elected Board Members enter into the board of directors immediately after the company's annual general meeting. Employee-elected Board Members and any alternates continue to act as board members, until the newly elected members enter into the board. Newly elected Employee-elected Board Members and alternates are to be reported to the Danish Business Authority in accordance with the rules in force at the time.
- 12.2 An Employee-elected Board Member resigns immediately, if the person:
- › is dismissed by the employees following a vote, cf. sections 52 and 54 in the executive order on employee representation.
 - › no longer is an employee with the company or the Group.
 - › resigns from the board of directors.
- 12.3 If an Employee-elected Board Member resigns during an election term, the alternate takes over. If the Employee-elected Board Member cannot be replaced by an alternate, a by-

election is held to fill the vacant position during the remainder of the election term, pursuant to the rules of this Agreement, unless the remaining Employee-elected Board Members and any alternates in unison decide not to fill the vacant position for the remainder of the election term.

13 TERMINATION OF THE EMPLOYEE REPRESENTATION ARRANGEMENT

- 13.1 The employee representation arrangement terminates at the end of the election term if the company, or the Group, at that time no longer meets the conditions of section 1 of the executive order on employee representation.
- 13.2 The arrangement on employee representation in COWI A/S terminates immediately if the company no longer has any employees.
- 13.3 The arrangement on employee representation in COWI Holding A/S and COWIfonden terminates immediately if a group no longer exists, pursuant to section 4, sub-section 1 of the executive order on employee representation, or if the Group's subsidiaries no longer have any employees.

14 AMENDMENT OF AGREEMENT

- 14.1 In case of significant changes to the company or group structures, including merger, demerger and/or significant acquisition or divestiture of subsidiaries within the Group, the parties are obligated to renegotiate the Agreement to adjust it to the conditions at that time.
- 14.2 The parties agree that the parties, based on experiences from the first employee election (to be held in 2014) will meet and reconsider whether election procedures are to be upheld or changed in time for the subsequent employee election. The parties are also obligated to amend the agreement in any way necessary if, at the general meeting of COWI Holding A/S and/or COWIfonden at a later time, there is a wish to expand the pool of foreign subsidiaries included in the arrangement on international group representation, cf. clause 1.
- 14.3 Section 55 of the executive order on employee representation applies to any amendments during the election term.

15 TERMINATION OF THE AGREEMENT

- 15.1 The voluntary arrangement established by this Agreement may continue indefinitely, unless (i) the parties of the Agreement no longer so agree, or (ii) if the employees of either COWI A/S or COWI Holding A/S utilise any right to elect company and/or group representatives, cf. sections 140-143 of the Danish Companies Act ('Statutory Employee Representatives'), and the Statutory Employee Representatives have entered into the board of directors, or (iii) if at the general meeting of one of the Companies, it is decided to terminate the arrangement.

- 15.2 If an election is held for Statutory Employee Representatives for one or more of the Companies' board of directors, cf. sub-clause 1 (ii), the following applies:
- 15.2.1 Employee-elected Board Members elected pursuant to present Agreement are not included in the statement of how many Statutory Employee Representatives the employees are entitled to elect for the company's board of directors.
 - 15.2.2 Employee-elected Board Members elected pursuant to present Agreement resign automatically as board members at the time when the Statutory Employee Representatives enter into the company's board of directors.
 - 15.2.3 However, clause 15.2.2 does not apply, if it is necessary, in order to ensure that the Employee-elected Board Members elected pursuant to this Agreement are not included in the statement of how many Statutory Employee Representatives that the employees are entitled to elect, for the Employee-elected Board Members resign at an earlier time. In this case, Employee-elected Board Members are to resign at this earlier time.
- 15.3 If, at the general meeting in one of the Companies, it is decided to terminate the voluntary arrangement, cf. sub-clause 1 (iii), the annual general meeting may stipulate the time of the resignation of the Employee-elected Board Members from the company's board of directors to be no earlier than the date of the first annual general meeting following the decision (if the decision is made at an annual general meeting, the general meeting may stipulate the time of the resignation of the Employee-elected Board Members to be no sooner than the annual general meeting the following year). Following the decision at the general meeting, should the company's employees utilise the right to elect Statutory Employee Representatives, the stipulations of sub-clause 2 apply.

16 MISCELLANEOUS

- 16.1 Establishment of a voluntary arrangement on employee representation as well as establishment of international group representation are submitted for approval at the annual general meeting in COWI A/S and COWI Holding A/S on 21 March 2013 as well as at the board meeting in COWIfonden on 5 March 2013.
- 16.2 A stipulation is included in the articles of association of COWI A/S and COWI Holding A/S as well as in COWIfonden's charter, stating that a voluntary arrangement has been established. The stipulation in the company's articles of association regarding the establishment of a voluntary arrangement becomes void in case of the termination of the arrangement, cf. clause 15, and is simply to be deleted from the company's articles of association.
- 16.3 The Employee-elected Board Members (and their alternates) in place in COWI Holding A/S at the time of signing of the agreement continue to act as employee-elected members/alternates until the annual general meeting in 2014 pursuant to the "Agreement on voluntary arrangement for employee representation in COWI A/S" of 23 April 2010, after

which the "Agreement on voluntary arrangement for employee representation in COWI A/S" of 23 April 2010 is terminated automatically.

The Agreement governs the terms and conditions, including the election conditions, for the Employee-elected Board Members (and their alternates) that enter into the board of directors of COWI A/S, COWI Holding A/S and COWIfonden as of the annual general meeting in 2014, cf. clause 12.1.

- 16.4 Disputes regarding this Agreement are to be decided according to Danish law and come under the jurisdiction of the courts. In cases where the Agreement and/or the executive order on employee representation (executive order no. 344 of 30 March 2012) provides the election committee with the competence to settle disputes, any dispute cannot be tried with the courts after the election committee's decision.

17 SIGNATURES

- 17.1 The Agreement is signed in a single copy.

[signature page enclosed]



For the Joint Consultation Committee in COWI A/S:

Jens Erik Blumensaadt Jensen

Jens Brendstrup

Johan Hartmann

Søren Andersen

Anne von Huth

Kasper Lynnerup

Louise Olesen Kragh

Mattias Enggaard

Jens Christoffersen

Lars Green Lauridsen

Thomas Dahlgren

For COWI A/S:

Rasmus Ødum

Lars-Peter Søbye

For COWI Holding A/S:

Rasmus Ødum

Lars-Peter Søbye

For COWIfonden:

Henning Therkelsen

Rene Moustgaard Kræmer

