

# GENERAL TERMS OF BUSINESS & DATA PRIVACY STATEMENT

These General Terms of Business shall apply to any assignment for legal advice and services undertaken by LIFE SCIENCE PLUS Advokater unless otherwise agreed.

## ASSIGNMENT

The scope of the assignment will be determined in cooperation with the client and, where relevant, be described in an engagement letter together with applicable assumptions, fee agreements and others specific requirements for the assignment. The scope of the assignment may be adjusted from time to time as required.

LIFE SCIENCE PLUS Advokater acts on behalf of its clients and according to their instructions. However, we will perform our assignments in compliance with applicable rules and regulations, including the Danish Administration of Justice Act's ("Retsplejeloven") provisions on lawyers and the Code of Conduct of the Danish Bar and Law Society ("Advokatetiske regler").

The legal advice will be rendered in respect to a specific assignment. Thus, the advice cannot be used by the client for other purposes, unless prior written consent for other uses has been given by LIFE SCIENCE PLUS Advokater.

## CONFLICT OF INTEREST

Upon receipt of a new assignment from a new or an existing client, LIFE SCIENCE PLUS Advokater will ensure in accordance with the applicable rules of the Danish Bar and Law Society that no conflict of interest exists before the assignment will be accepted.

Subject to the prevailing rules on conflict of interest, an assignment does not prevent LIFE SCIENCE PLUS Advokater from advising other companies and person within the same field of the business as that of the client or any existing or potential customers and collaboration partners of the client in matters unrelated to this assignment.

## IDENTITY INFORMATION AND MONEY LAUNDERING

Like other law firms, LIFE SCIENCE PLUS Advokater is subject to the rules of the Danish Act on Measures to Prevent Money Laundering. Accordingly, we are obliged to obtain and keep identity information on any client. The client consents to LIFE SCIENCE PLUS Advokater keeping such information and disclosing them to third parties who are subject to the same rules and obligations.

## FEE AND EXPENSES

Unless otherwise agreed, the fee will normally be based on the hours undertaken to solve the assignment. In addition, other factors such as the nature, complexity and scope of the assignment, the required expertise, the significance and value of the assignment and its outcome for the client and the liability linked to the completion of the assignment may also be taken into consideration. LIFE SCIENCE PLUS Advokater will, upon request, give the client an estimate of fees, if possible considering the nature of the assignment.

The client will be charged separately for expenses paid and costs incurred in connection with the assignment

## INVOICING; PAYMENT TERMS

Unless otherwise agreed, the services and related expenses will be invoiced monthly in arrears. VAT will be added pursuant to applicable rules. The term of payment is fourteen (14) days from the date of invoice. For late payments interests will be charged according to the Overdue Payment Act.

## CLIENTS FUND

LIFE SCIENCE PLUS Advokater does not handle funds on behalf of the client.

## **CONFIDENTIALITY**

LIFE SCIENCE PLUS Advokater is subject to applicable rules on client confidentiality covering all information received from the client, which is not part of the public domain. LIFE SCIENCE PLUS Advokater cannot guarantee that confidentiality is maintained in connection with external communication, e.g. by e-mail, SMS, fax and any other form of electronic communication.

## **COMPLETION OF AN ASSIGNMENT**

The cooperation with the client on a specific assignment normally terminates when the final invoice for the assistance in respect to said assignment is issued. Otherwise the cooperation can be terminated by either party at any time.

In general, LIFE SCIENCE PLUS Advokater will store all documents relating to a case, including electronic data, for three (3) years after completion of the assignment. Certain client information might however be stored for up to five (5) years in accordance with the Danish Accounting Law. Original documents, if any, will be returned to the client on completion of the work, at the latest, unless otherwise agreed with the client.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise expressly agreed with the client, the intellectual property rights in material produced by LIFE SCIENCE PLUS Advokater belong to LIFE SCIENCE PLUS Advokater.

## **LIMITATIONS**

LIFE SCIENCE PLUS Advokater is liable for the advice and other services rendered in connection with an assignment in accordance with the general rules of Danish law. This liability is, however, limited to a maximum of DKK 1 (one) million per assignment and does furthermore not comprise indirect or financial consequential losses, including, but not limited to, operating loss, loss of data, lost earnings, goodwill, etc., or any other indirect loss or damage of the client.

LIFE SCIENCE PLUS Advokater is only licensed to provide legal advice with regard to Danish law. Any request for counseling in connection with an assignment, which is not subject to or governed by Danish law, is therefore to be considered as general advice for which LIFE SCIENCE PLUS Advokater cannot be held liable.

LIFE SCIENCE PLUS Advokater does not assume any liability for advice and services rendered by other advisers to the client, irrespective of such advisers have been engaged with the assistance of LIFE SCIENCE PLUS Advokater.

## **INSURANCE**

LIFE SCIENCE PLUS Advokater has taken out a mandatory liability insurance and a guarantee in accordance with the rules of the Danish Bar and Law Society. The insurance and guarantee are issued by HDI Danmark.

## **GENERAL INFORMATION**

LIFE SCIENCE PLUS Advokater is owned by attorney-at-law Claudia Blomgren-Hansen and is a sole proprietorship ("Enkeltmandsvirksomhed"). Claudia Blomgren-Hansen is licensed as attorney-at-law by the Danish Ministry of Justice ("Justitsministeriet") and member of the Danish Bar and Law Society.

LIFE SCIENCE PLUS Advokater is subject to the provisions on lawyers under the Danish Administration of Justice Act and the Code of Conduct of the Danish Bar and Law Society.

LIFE SCIENCE PLUS Advokaters VAT(CVR) number is 38982478.

If the advice or the fees do not meet the expectations of the client, we encourage the client to address this directly with LIFE SCIENCE PLUS Advokater. We will then discuss the matter and seek an amicable solution. As LIFE SCIENCE PLUS Advokater is subject to the general rules of the Danish Bar and Law Society, complaints may be submitted to the Disciplinary Board of the Danish Bar and Law Society ("Advokatnævnet"), Kronprinsessegade 28, DK 1306 Copenhagen K, Denmark, or by e-mail to [klagesagsafdelingen@advokatsamfundet.dk](mailto:klagesagsafdelingen@advokatsamfundet.dk).

## **GOVERNING LAW AND JURISDICTION**

Any dispute between a client and LIFE SCIENCE PLUS Advokater is subject to Danish law and the exclusive jurisdiction of the Danish courts.

## **DATA PRIVACY STATEMENT**

LIFE SCIENCE PLUS Advokater will process certain personal data in the performance of our legal advisory services to our clients. Among the personal data that we may process about client's owners, directors, employees, customers, collaboration partners and suppliers are for example: Contact details, staff information, payroll and financial information, passport data, civil registration (CPR) numbers and other identification information, transactions under agreements, damages and compensation, etc.

LIFE SCIENCE PLUS Advokater will process such personal data in the performance of our legal advisory services to clients on general legal and corporate matters, including in connection with drafting and negotiating of contracts, due diligence activities and transactions, registration of companies, board work, demands for payment and compensations, ongoing advice, etc. The legal basis for the processing of the personal data is to comply with legal obligations and to pursue the legitimate interests of LIFE SCIENCE PLUS Advokater in the performance of our legal advisory services and to safeguard our clients' legal claims, i.e. as required for the establishment, exercise or defence of legal claims.

LIFE SCIENCE PLUS Advokater will only use client's personal data in the performance of our legal advisory services for the respective client and will not disclose such personal data to third parties, except where the client has authorized us to do so or where we are legally obliged to do so, e.g. in case of mandatory disclosure to an employer or to public authorities.

The personal data will be retained until closing of the engagement/case and for an additional period of up to (3) three years after termination of the assignment or the end of the client relationship, unless the retention period of (5) five years applies in accordance with the Danish Accounting Act.

In case of questions or if you wish to correct, access or up-date your personal data, you are welcome to contact Claudia Blomgren-Hansen (chb@lspadvokater.dk and +45 2548 2448).

If client is dissatisfied with the way in which your personal data has been processed by LIFE SCIENCE PLUS Advokater, client may appeal to the Danish Data Protection Agency. The Danish Data Protection Agency's contact information can be found at [www.datatilsynet.dk](http://www.datatilsynet.dk).